EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Health and Safety Code section 50470, subdivision (b)(2)(C)(i), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Prohousing Incentive Program ("PIP" or the "Program" as defined in Attachment C of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d) ("PIP Statute"), the Department has issued the Prohousing Incentive Program Guidelines and Notice of Funding Availability ("NOFA") dated August 15, 2024, to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance to accelerate housing production for housing related projects and programs that assist in addressing the unmet housing needs of their local communities pursuant to the terms of the PIP Statute, Guidelines and NOFA, and Permanent Local Housing Allocation (PLHA) Statute and Guidelines, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the PIP Statute, Guidelines and NOFA, and PLHA Statute and Guidelines, and this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2, Grant and Reimbursement Limit.

3. Definitions

Terms not otherwise defined herein shall have the same meaning as definitions set forth in Health and Safety Code Section 50470 and Attachment C of the PIP Guidelines and Definition Section (Section 101) of the PLHA Guidelines.

4. Scope of Work

EXHIBIT A

The "Scope of Work" or "Work" for this Agreement shall be used to accelerate housing production for housing related projects and programs that assist in addressing the unmet housing needs of their local communities. Uses shall consist of one or more of the eligible uses described in Guidelines set forth in the PIP Application, Exhibit E of this Agreement and any other supplemental forms prescribed by the Department in full accordance with this Agreement, PIP Guidelines and PLHA Guidelines Section 301. Where eligible uses in PIP Guidelines Section 601 differ from PLHA Guidelines Section 301, the Department will defer to PLHA Guidelines except for eligible uses 7 (accessibility modifications) and 10 (fiscal incentives).

A Local government that receives an allocation shall use no more than five percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in the PIP and PLHA Statute and Guidelines are "activity costs" and not subject to the cap on "administrative costs." A Local government may share any funds available for administrative costs with entities that are administering its allocation.

The Scope of Work may in no event be revised or altered without the Department's prior written consent and approval, and such consent and approval is within the Department's sole and absolute discretion. The Department reserves the right, but assumes no obligation, to review and approve any and all Work.

5. Department Contract Coordinator

The Department's Contract Coordinator of this Agreement is the Housing Policy Development Senior Program Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent by email to the Department Contract Coordinator at ProhousingIncentive@hcd.ca.gov.

6. Grantee Contract Coordinator

The Grantee's Contract Coordinator for this Agreement is the Authorized Representative listed below.

Authorized Representative Name:	
Authorized Representative Title:	
Agency Name:	

EXHIBIT A

Address:	
Phone Number:	
Email Address:	

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

   A. Grantee has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement on the basis of, and in reliance on fact, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

   B. The Grantee warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading, in such a manner that would substantially affect the Department's approval, disbursement, reimbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

   The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding provided, shall be final. The maximum total amount granted and disbursable to the Grantee pursuant to this Agreement shall not exceed $_____.

3. Grant Timelines

   A. 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").

   B. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement as described in Exhibit D(1).

   C. All reimbursement requests for Grant funds must be submitted to the Department no later than March 30, 2028.

   D. Upon completion of all deliverables within the Standard Agreement and prior to processing final invoicing, the awardee shall submit a Close Out Report.

EXHIBIT B

E. The Grantee shall deliver to the Department all supporting documents of Work performed on or before March 30, 2028, to ensure meeting the June 30, 2028, expenditure deadline. Under special circumstances, as determined by the Department, the Department may modify the March 30, 2028, reimbursement deadline but may not go beyond the expenditure deadline.

F. It is the responsibility of the Grantee to monitor the project and timeliness of requests for reimbursement before the expenditure deadline.

G. The grant term ends on June 30, 2029.

4. Conditions of Reimbursement

A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.

B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the Scope of Work.

C. A Grantee that receives funds under this Program may use a subcontractor. The subcontractor shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.

D. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables as set forth in the PIP Application, Exhibit E of this Agreement, and any other supplemental forms prescribed by the Department and subject to the terms and conditions of this Agreement. Applicants may request disbursements in advance of activity initiation under unique and/or unusual circumstances including but not limited to feasibility, lack of resources, or unavailability of funds.

E. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term until the expenditure deadline will be reimbursable.

F. Approved and eligible costs incurred prior to the NOFA date are ineligible, unless otherwise approved by the Department.

EXHIBIT B

G. The Contractor may request that eligible uses or grant funds may be revised without an amendment to this Agreement. This request must be made in writing to HCD and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final.

5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work and within the terms and conditions

6. Fiscal Administration

A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PIP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Prohousing Incentive Program grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final.

B. Prior to receiving grants, the Grantee shall submit the following documentation:

1) Government Agency Taxpayer ID Form (GovTIN; Fi$cal form).

2) A Request for Funds on a form and manner provided by the Department; and

3) Any and all additional documentation that may be requested by the Department in the prescribed form and manner.

C. Grant fund payment will be made on a reimbursement basis. Project invoices will be submitted to the Department by the grantee on a quarterly basis or, if earlier, upon completion of deliverables.

D. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.

E. Work must be completed prior to requesting reimbursement, unless otherwise approved by the Department.

EXHIBIT B

F. Grant funds cannot be reimbursed until this Standard Agreement has been fully executed.

G. The Grantee will be responsible for compiling all invoices and supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. Failure to provide requested documentation to HCD could result in exclusion from consideration for grants in future program years.

H. Supporting documentation may include but is not limited to purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenses in accordance with the Grantee's PIP Application and the PIP Guidelines.

I. The Grantee will submit documentation to the Department detailing actual costs incurred, which must be based on clear and completed objectives and deliverables as outlined in the PIP Application, Exhibit E of this Agreement, and any other supplemental forms prescribed by the Department

J. In unique and/or unusual circumstances, the Department may consider alternative arrangements (e.g., disbursements in advance of activity initiation) to reimbursement and payment methods. Unusual circumstances include but are not limited to feasibility, unavailable funds or lack of resources and substantial progress in expenditure.

K. The Department may withhold Grant funds until the grant terms have been fulfilled.

L. The Department may withhold eligible Program Grants in future program years until terms of this Agreement have been fulfilled to the satisfaction of the Department.

7. Budget Contingency Clause

A. The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of PIP funds and continued state authorization for PIP activities. The Department's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state legislation and/or regulations. If funding for any fiscal year is reduced or deleted

EXHIBIT B

for purposes of this program, the Department shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the Department, or amend the current Agreement and amount allocated to Grantee.

EXHIBIT D

PIP TERMS AND CONDITIONS

1. Effective Date, Commencement of Work

This Agreement is effective upon the date of the Department representative's signature on page one of the full executed Standard Agreement, STD 213. Grantee agrees that work under this Agreement shall not commence until execution of the STD 213, (the "Effective Date").

2. Strict Compliance

Grantee will strictly comply with the terms, conditions and requirements of the PIP Statute, Guidelines and NOFA, and PLHA Statute and Guidelines, and this Agreement.

3. Contractor's Application for Funds

A. Grantee has submitted to the Department an Application for a Grant under the Program.

B. Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge.

4. Eligible Activities

A. Grant funds awarded to the Grantee and expended by either the Grantee or any entity to which Grantee awards funds shall be used for the eligible activities set forth in Exhibit A(4). The following additional requirements shall apply:

B. Each Grantee shall submit a Plan contained in Exhibit E detailing:

1) The manner in which allocated funds will be used for eligible activities.

2) A description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

3) The following for each proposed Activity:

a) A description of each proposed Activity and the percentage of funding allocated to it.

b) A description of major steps/actions and a proposed schedule required for the implementation and completion of the Activity.

EXHIBIT D

c) Where applicable, the period of affordability and level of affordability for each Activity. Rental Projects are required to have affordability periods of at least fifty-five years.

C. If funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the following requirements if the property is no longer the primary residence of the homeowner due to sale, transfer or lease, unless it is in conflict with the requirements of another public funding source or law:

1) PIP loan and any interest thereon shall be reused consistent with the Eligible Activities specified in Exhibit A(4); or,

2) The initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified Lower-Income or Moderate-Income household; or,

3) The homeowner and the Local government shall share the equity in the unit pursuant to an equity-sharing agreement. The grantee shall reuse the proceeds of the equity-sharing agreement consistent with the Eligible Activities specified in Exhibit A(4).

D. If funds are used for the development of an affordable rental housing project, and the Local government makes the PIP assistance in the form of a loan to the Sponsor of the project, the loan shall be evidenced through a Promissory Note secured by a Deed of Trust.

E. If funds are used as a loan, Grantees are required to implement a program income reuse plan describing how repaid loans and any interest thereon shall be reused for Eligible Activities specified in Exhibit A(4).

5. Scope of Work Revisions and Terms/Amendments

A. Adjustments to the terms within this Agreement must be completed as a contract amendment. Contract amendments must be approved by the Department prior to implementation. If approved, contract amendments shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided in writing, as appropriate. Contract amendments shall include but not be limited to:

1) Changes in the total grant amount;

EXHIBIT D

2) Changes in Payee(s);

3) Changes in the expiration date of this Agreement;

4) Changes to the grant term date;

5) Changes to the Reimbursement Deadline.

B. Revisions to the Scope of Work that may not require a contract amendment will be subject to the review and approval of the Housing Policy Development Senior Program Manager, or Manager's Designee. Such revisions must be approved by the Department prior to implementation. Approval shall be provided in writing, as appropriate. Adjustments to the Scope of Work (Exhibit E) shall include but not be limited to:

1) An increase or reduction of activity scope;

2) Changes to or reallocations among activities that do not change the total award amount;

3) Changes in affordability and level of affordability for each activity;

4) Changes to activity start and/or completion dates.

6. Core Practices

A Grantee or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Grantee or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

7. Monitoring Grant Activities

A. Grantee shall monitor the activities selected and awarded by them to ensure compliance with PIP requirements. An onsite monitoring visit of Subrecipients and any other service providers may occur whenever determined necessary by the Grantee, but at least once during the Grant period.

B. The Department will monitor the performance of the Grantee based on a risk assessment and according to the terms of this Agreement. The Department may

EXHIBIT D

also monitor any Subrecipients of the Grantee as the Department deems appropriate based on a risk assessment.

C. As requested by the Department, the Grantee shall submit to the Department all PIP monitoring documentation necessary to ensure that Grantee and its Subrecipients are in continued compliance with PIP requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Grantee.

8. Reporting/Audits

A. During the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement and other Program requirements with emphasis on eligible activities, eligible uses, ineligible uses, and expenditures, according to timelines and budgets referenced herein.

B. Grantees shall submit a report, in the form and manner prescribed by the Department, by April 1 of the year following the receipt of funds, and annually thereafter until funds are expended. The annual report shall contain a detailed report which must include, at a minimum:

1) Identification of the Eligible Activities to which the Grantee committed program funds, and the income levels of households assisted;

2) Amounts awarded to Subrecipients with the activity(ies) identified;

3) Identification of the Eligible Activities upon which the Contractor expended program funds, and the income levels of households assisted and the affordability level for any units assisted; and

4) Close out report for contracts that were fully expended and in which all activities funded were completed during the fiscal year.

C. The Department may request additional information, as needed.

D. At any time during the term of the Standard Agreement, the Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

EXHIBIT D

E. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.

1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.

2) The Contractor is responsible for the completion of audits and all costs of preparing audits.

3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.

9. Retention and Inspection Records

A. The Contractor is responsible for maintaining records, which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.

B. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices.

C. The Eligible Applicant shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the project in accordance with GAAP.

D. The Eligible Applicant must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.

E. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to

EXHIBIT D

performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested.

1) The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the PLHA Statutes, the NOFA, and this Agreement.

F. The Contractor further agrees to retain all records for a period of five years after the end of the term of this Agreement:

1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues, which arise from it.

2) The Contractor also agrees to include in any contract that it enters in an amount exceeding $10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

G. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the Department shall determine the reimbursement method for the amount disallowed.

H. The Contractor shall retain all books and records relevant to this Agreement for a minimum of five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

I. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above. The Grantee shall monitor and enforce subcontracts accordingly.

EXHIBIT D

10. Breach and Remedies of Non-Performance

A. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.

B. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

C. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

D. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Standard Agreement.

E. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

F. At any time, if the Department finds the applicant falsely proposed information in the application or as part of the application review, including documentation related to incentive payments (e.g., affordability, enhancements), the Department may require the repayment of funds or decline reimbursement.

G. The Department may, as it deems appropriate or necessary, require the repayment of funds from a grantee, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e).

H. The following shall constitute a breach of this Agreement:

EXHIBIT D

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not approved under this Agreement.

3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

I. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

1) Disqualify the Grantee from applying for future Program Funds or other Department administered grant programs;

2) Revoke existing PIP award(s) to the Grantee;

3) Decline reimbursement of funds;

4) Require the return of unexpended Program funds disbursed under this Agreement;

5) Require repayment of Program funds disbursed and expended under this Agreement;

6) Require the immediate return to the Department of all funds derived from the use of Program funds including, but not limited to recaptured funds and returned funds;

7) Seek, in a court of competent jurisdiction, an order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PIP requirements; and

8) Other remedies available at law, or by and through this Agreement.

J. All remedies available to the Department are cumulative and not exclusive.

K. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

EXHIBIT D

11. Termination

A. The Department may terminate this Agreement at any time for cause by giving a minimum of thirty days' notice of termination, in writing, to the Grantee. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the PIP Statutes, Guidelines or NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Grantee shall be returned to the Department within thirty days of the notice of termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Department has the option to terminate this Agreement under the thirty-day cancellation clause or to amend this Agreement to reflect any reduction of funds.

12. 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 Grantee 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.

13. Relocation

Grantee shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

14. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

EXHIBIT D

15. Third-Party Contracts

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager upon request.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the PIP, the Grantee acknowledges that each partner and/or all entities forming the SB 2 PIP collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.

E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the Prohousing Incentive Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this Section.

F. The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Grantee shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Grantee shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

EXHIBIT D

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

A. The Grantee 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 grant, the Grantee, its contractors or subcontractors, and any other grant activity.

B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the Prohousing Incentive Program.

D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Prohousing Incentive Program project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

17. Litigation

EXHIBIT D

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 Grantee 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 the Grantee 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.

18. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-specific Provisions

   The following are project-specific terms and conditions and shall inform the references made to project-specific information not contained in the Standard Agreement.

2. Budget Detail:

   Grantee has been awarded the following grant activity amounts: $1,500,000.00

   Estimated allocation may not exceed: $1,500,000.00

   Payees: City and County of San Francisco

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

   Name: City and County of San Francisco Amount: $1,500,000

3. Consistency with Housing Element Programs:

   Provide a description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

   The plan contained herein is consistent with the City and County of San Francisco's 2022-2030 Housing Element.

   Goal 4, Policy 4.1 states that the City shall advocate for additional State, regional, and private funding for affordable housing and affordable housing programs. Funds awarded through the Prohousing Incentive Program will be used for construction costs for an affordable housing project in the City.

EXHIBIT E

Project Timeline, Budget, and Statement of Work (Plan):

PROJECT TIMELINE AND BUDGET AND STATEMENT OF WORK						
Objective	Responsible Party	Est. Cost	Begin	End	Deliverable	Notes
Construction of project at XYZ	City and County of San Francisco				Temporary Certificate of Occupancy on XYZ	Eligible Use Category: 1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is Affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary Operating subsidies. Period of affordability: 55 years. Level of affordability: Between 30% and 60% AMI. Est. # of units: 108, 2 of which will be manager units.
	Total Estimated Cost:	0				

EXHIBIT E

4. Special Terms and Conditions

The following Special Conditions are applicable to this Standard Agreement:

If PIP assistance is provided in the form of a loan, the following special conditions apply:

a. Pursuant to Exhibit D of this Agreement, PIP Program loans and any interest thereon (program revenue) shall be reused consistent with the Eligible Activities specified in Exhibit A(4). Program income shall be expended within five years of the expenditure deadline.

b. Grantee shall seek the Department's approval on future funding uses prior to funding activities to ensure compliance with Program Guidelines

c. If program revenue is not used on eligible uses, those funds shall be reimbursed to the Department.

If PIP funds are to be used as matching funds, the following special conditions apply:

A. If PIP funds are to be contributed to either a local or regional housing trust fund or a Low- and Moderate-Income Housing Asset Fund pursuant to Health and Safety Code section 34176, subdivision (d), then funds must be matched on at least a 1:1 basis. Additionally, the Grantee should describe how fund expenditures comply with eligible uses under PIP Guidelines Section 601.

B. The Grantee shall expend the awarded PIP funds deposited into the local or regional housing trust fund or Low- and Moderate-Income Housing Asset Fund within three years of the expenditure deadline.

If PIP funds are used to replenish operating reserves, the following special condition applies:

A. If funds will be used to replenish the capital and/or operating reserves of affordable housing projects, selected projects must also meet all qualifiers of the eligible use.