

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

California Assembly Bill No. 140 (Chapter 111, Statutes of 2021) (“**AB 140**”) added sections 50675.1.3 and 50675.1.4 to the Multifamily Housing Program (“**MHP**”) (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Health and Safety Code section 50675.1.3 provides the statutory basis for the Homekey Program (“**Homekey**” or “**Program**”). Health and Safety Code section 50675.1, subdivision (d) authorizes the Department of Housing and Community Development (“**Department**” or “**HCD**”) to administer MHP.

The Department issued a Homekey Tribal Notice of Funding Availability, on June 27, 2023, as Amended March 15, 2024, (the “**NOFA**”). The NOFA incorporates by reference the MHP, as well as the Multifamily Housing Program Final Guidelines, dated March 30, 2022, and amended on May 5, 2022 (“**MHP Guidelines**”), both as amended and in effect from time to time. The NOFA, further, incorporates by reference, the Uniform Multifamily Regulations (UMRs) (Cal. Code Regs., tit. 25, § 8300 et seq.), effective November 15, 2017, and as subsequently amended, except to the extent that any UMR provision would be inconsistent with the provisions of the NOFA. Homekey grant funds are derived primarily from the state’s direct allocation of the federal Coronavirus State Fiscal Recovery Fund (“**CSFRF**”), which was established by the American Rescue Plan Act of 2021 (“**ARPA**”) (Pub.L. No. 117-2). Homekey funds are also derived from the State of California’s General Fund.

This STD 213, Standard Agreement (“**Agreement**”) is entered under the authority and in furtherance of the Program. This Agreement is the result of an Application by the Grantee, as defined below, for funding under the Program (the “**Grant**”). As such, this Agreement shall be executed by the Grantee. Where the Grantee comprises a Public Entity or Tribal Entity, as defined below, and one or more additional entities, all entities shall execute the Agreement.

This Agreement hereby incorporates by reference the Application, as well as the project report prepared by the Department in reliance on the representations and descriptions included in that Application. This Agreement is governed by the following (collectively, the “**Program Requirements**”), and each of the following, as amended and in effect from time to time, is incorporated hereto as if set forth in full herein:

A. AB 140;

Homekey Tribal Program – (HKT)
NOFA Date: 06/27/2023, as amended 03/15/2024
Project Name:
Approved Date: 05-24-2024
Prep. Date: XX-XX-XXXX

EXHIBIT A

- B. the above-referenced MHP statutory scheme;
- C. the 2023 Homekey Tribal NOFA and Guidelines;
- D. the MHP Guidelines;
- E. the UMRs;
- F. the Grantee's Application for 2023 Homekey Tribal funding;
- G. the project report prepared by the Department in reliance on the representations and descriptions included in the Grantee's Application for 2023 Homekey Tribal funding;
- H. ARPA and related federal guidance, if applicable;
- I. the award letter issued by the Department to the Grantee; and
- J. all other applicable law.

2. **Purpose**

The Homekey Tribal Program is intended to provide housing for individuals and families who are homeless or who are at risk of homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases ("Target Population").

Grantee applied to the Department for the Grant in order to conduct one or more of the activities outlined in Section 4 below. By entering into this Agreement and thereby accepting the award of Program Grant funds, the Grantee agrees to comply with the Program Requirements and the terms and conditions of this Agreement.

3. **Definitions**

Any capitalized terms that are not defined below shall have the definitions set forth in the NOFA, the MHP statutes, and the MHP Guidelines. In the event of any conflict, the definitions in this Agreement and the NOFA are controlling.

- A. "Affordability Covenant" means the legally binding instrument which (i) is recorded in first position against Project real property in consideration for the Homekey Tribal Program award to the Grantee; (ii) imposes use, operation, occupancy, and

EXHIBIT A

- affordability restrictions on the real property and improvements; and (iii) incorporates the Homekey Tribal Program Requirements by reference. Upon its execution, the Affordability Covenant shall be binding, effective, and enforceable against all successors, transferees, and assignees, in accordance with Section 2, paragraph (I) of Exhibit B, and Section 26 of Exhibit D, of this Agreement.
- B. "Area Median Income" or "AMI" means the most recent applicable county median family income published by the California Tax Credit Allocation Committee (TCAC) or the Department; it also includes the greater of the median income for the United States or the median income of the counties or their equivalent in which the Grantee is located. Applicants may determine which AMI is most appropriate for the Project, subject to Program requirements.
- C. "Application" means the application for Grant funds that was submitted in response to the Department's NOFA.
- D. "Assisted Unit" means a residential housing unit which is restricted to occupancy by Target Population households with incomes at or below 60 percent of AMI or federal Median Income, as applicable. Assisted Units may be restricted at levels higher than 60 percent AMI, but not higher than 80 percent AMI, only where the average AMI for all Assisted Units does not exceed 60 percent AMI. For projects proposing 9 percent Low Income Housing Tax Credits (LIHTC), the average AMI in the project cannot exceed 50 percent AMI.
- E. "At Risk of Homelessness" has the same meaning as defined in Title 24 C.F.R. Part 578.3.
- F. "Co-Applicant" means another Tribal Entity, Urban Indian Organization, city, county, Local Public Entity or a nonprofit or for-profit corporation, a limited liability company (LLC), and/or a limited partnership (LP) that is jointly applying for Homekey Tribal funds with an Eligible Applicant.
- G. "Continuum of Care" or "CoC" means the same as defined by the United States Department of Housing and Urban Development at title 24 C.F.R. Part 578.3.
- H. "Department" means the California Department of Housing and Community Development.
- I. "Date of Award" means the date on the award letter issued from the Department to the Grantee.

EXHIBIT A

- J. “Designated Payee” means the Grantee that will serve as the payee of the Program Grant funds. If applicable, the Designated Payee is identified in Exhibit E of this Agreement.
- K. “Eligible Applicant” means the Tribal Entity, as defined in paragraph (TT) of this Section, that applied for an award of Homekey Tribal Grant funds. Upon receiving an award of Homekey Tribal funds, the Eligible Applicant and any CoApplicant(s) will, both individually and collectively, be referred to as the “Grantee” as defined (R) of this Section.
- L. “Eligible Uses” means the activities that may be funded by the Homekey Tribal Program Grant. Those activities are listed at Section 4 of this Exhibit, and at Health and Safety Code section 50675.1.3, subdivision (a).
- M. “Expenditure Deadline for Capital Funds” means the date by which the capital expenditure award must be fully expended. This deadline is eight months from the Date of Award or as extended, in accordance with this Agreement.
- N. “Expenditure Deadline for Operating Funds” means the date by which the operating subsidy award must be fully expended. This deadline is no later than five years from the date of the execution of this Agreement, unless otherwise stated in this Agreement.
- O. “Extremely Low Income” or “ELI” has the same meaning as in title 24 C.F.R. Part 93.2.
- P. “Federally Recognized Tribe” has the same meaning as Indian Tribe.
- Q. “Fee land” means land, which is owned in fee simple by a Tribe, Indian or non-Indian and is not held in trust by the United States.
- R. “Grantee” means the Eligible Applicant (and, if applicable, the Co-Applicant) that has been awarded funds under the Program, and that will be held responsible for compliance with and performance of all Program Requirements. The Grantee may comprise one or more entities, so long as the Grantee structure includes an “Eligible Applicant,” as defined in the NOFA and as set forth above. “Grantee” refers, both individually and collectively, to the Co-Applicant and/or the Eligible Applicant that received a Homekey Tribal Grant after submitting an Application or a joint Application to the Department. When the Grantee comprises two or more entities, each entity may be referred to as a “Co-Grantee.” On the STD 213 portion of this Agreement, the Grantee is identified as the Contractor.

EXHIBIT A

- S. “HDIS” means the statewide Homeless Data Integration System.
- T. “HMIS” means the Homeless Management Information System.
- U. “Homeless” has the same meaning as defined in title 24 C.F.R. part 578.3, or as defined in the Tribal Admissions and Occupancy Standards.
- V. “Homeless Youth” means a child, a youth, or a current or former foster youth through the age of 25 who qualifies as “homeless” under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.
- W. “Housing First” has the same meaning as in Welfare and Institutions Code section 8255, including all the core components listed therein.
- X. “HUD” means the U.S. Department of Housing and Urban Development.
- Y. “Indian Country” means (1) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (2) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same as provided at 18 U.S.C. 1151, (4) all lands within the limits of a Rancheria under the jurisdiction of the United States Government, (5) lands held in trust by the United States for an Indian Tribe or individual, or (6) land held by an Indian Tribe or individual subject to a restriction by the United States against alienation.
- Z. “Indian Tribe” has the same meaning as defined pursuant to Title 25 U.S.C. section 4103(13)(B).
- AA. “LWSI or Limited waiver of sovereign immunity” means a limited waiver of an Indian Tribe’s sovereign immunity to unconsented suit to permit suit against the waiving Tribe in any forum of competent jurisdiction over the subject matter. Indian Tribes, as sovereign nations, possess the powers of self-government and self-determination to govern and make their own laws and be ruled by them. Tribes may waive their immunity on a case-by-case basis and negotiate limited waivers suitable to all contracting parties.

Homekey Tribal Program – (HKT)

NOFA Date: 06/27/2023, as amended 03/15/2024

Project Name:

Approved Date: 05-24-2024

Prep. Date: XX-XX-XXXX

EXHIBIT A

- BB. “Local Public Entity” is defined at Health and Safety Code section 50079, and means any county, city, city and county, the duly constituted governing body of an Indian reservation or rancheria, Tribally designated housing entity as defined in Section 4103 of Title 25 of the United States Code and Section 50104.6.5, redevelopment agency organized pursuant to Part 1 (commencing with Section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24, or any state agency, public district, or other political subdivision of the state, or any instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. In addition, and in accord with this Health and Safety Code definition, the term “Local Public Entity” also includes two or more local public entities acting jointly.
- CC. “NAHASDA” means the “Native American Housing and Self Determination Act” set forth at 25 U.S.C. Section 4101 et seq., that provides for federal assistance to federally recognized Indian Tribes and Tribally Designated Housing Entities (TDHE), as defined therein and provided in a manner that recognizes the right of Indian self-determination and Tribal self-governance by making such assistance available directly to Indian Tribes or TDHE.
- DD. “NOFA” means a Notice of Funding Availability.
- EE. “Operating Expenses” means the amount approved by the Department that is necessary to pay for the recurring expenses of the Project, such as utilities, maintenance, management fees, taxes, licenses, and supportive services costs, but not including debt service or required reserve account deposits.
- FF. “Performance Milestones” means the indicators and metrics of progress and performance that are identified as such in Exhibit E of this Agreement. Grantee’s failure to satisfy any one of the Performance Milestones will constitute a breach of this Agreement and will entitle the Department to exercise any and all available remedies, including the recapture of disbursed Grant funds and the cancellation of this Agreement.
- GG. “Permanent Housing” means housing, dwellings, or other living accommodations where the landlord does not limit the tenant’s length of tenancy, the landlord does not restrict the tenant’s movements, and the tenant has a lease and is subject to the rights and responsibilities of tenancy.

Homekey Tribal Program – (HKT)

NOFA Date: 06/27/2023, as amended 03/15/2024

Project Name:

Approved Date: 05-24-2024

Prep. Date: XX-XX-XXXX

EXHIBIT A

- HH. “Program Requirements” means the legal authority and Program materials listed in Section 1, paragraphs A – J, above.
- II. “Project” means a structure or set of structures with common financing, ownership, and management, which provides Permanent Housing or Interim Housing for the Target Population, and which is subject to an appropriate Affordability Covenant in accordance with Section 208 of the NOFA.
- JJ. “Rehabilitation” means the term as defined at HSC section 50096, but includes improvements and repairs made to a residential structure acquired for the purpose of preserving its affordability and use by the Target Population.
- KK. “Rental Housing Development” means a structure or set of structures with common financing, ownership, and management, and which collectively contains four or more dwelling units, including efficiency units, as defined in HSC section 50675.2, subdivision (d). No more than one of the project units may be occupied as a primary residence by a person or household who is the owner of the structure or structures. For the purpose of these Program guidelines, “Rental Housing Development” does not include any “health facility” as defined by HSC section 1250 or any “alcoholism or drug abuse recovery or treatment facility” as defined in HSC section 11834.02. A Rental Housing Development includes, without limitation, the real property, the improvements located thereon, and all fixtures and appurtenances related thereto.
- LL. “Public Entity” is defined in accordance with Health and Safety Code section 50675.1.3, subdivision (a), and means a city, a county, a city and county, and any other state entity, regional entity, or Local Public Entity, including any council of government, metropolitan planning organization, and regional transportation planning agency designated in Section 29532.1 of the Government Code. For purposes of this Agreement, a “Local Public Entity” is defined in accordance with Health and Safety Code section 50079 and as set forth above.
- MM. “Scope of Work” or “Work” means the work to be performed by the Grantee to accomplish the Program purpose.
- NN. “Senior Housing” means units restricted to residents 62 years of age or older, or 55 years or older, pursuant to applicable provisions of the California Civil Code, section 51.3; or under the federal Fair Housing Act at 42 USC 3601, et seq., 24 C.F.R. 100.300, et seq. (except for projects utilizing federal funds whose programs have differing definitions for senior projects). It also includes the Rehabilitation of occupied developments restricted to residents 55 or older,

EXHIBIT A

- Supportive Housing or Special Needs projects with restricted occupancy to residents who are 55 years of age or older, and subject to state and federal fair housing laws with respect to Senior Housing.
- OO. “Supportive Services” means social, health, educational, income support, employment, and housing stability services and benefits; coordination of community building and educational activities; individualized needs assessment and case management; and individualized assistance with obtaining services and benefits.
- PP. “Target Population” means individuals and families, including youth, Transition-Aged Youth, and residents eligible for Senior Housing, experiencing homelessness or At Risk of Homelessness, as those terms are defined under the Tribal-adopted Tribal Admissions and Occupancy Standards (TAOS) whose incomes are at or below the AMI level specified for Assisted Units and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases. Target Population also includes individuals and families who are experiencing homelessness or At Risk of Homelessness as determined by an Eligible Applicant when applying their formally and Tribal-adopted Tribal Admissions and Occupancy Standard. For Grantees utilizing HOME-ARP funding as match, the “Target Population” also includes individuals and families who are “Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking” and “Other Populations” as defined in HUD Community Planning and Development (CPD) Notice 21-10.
- QQ. “TCAC” means the California Tax Credit Allocation Committee.
- RR. “Transition-Aged Youth” means current and former foster youth through the age of 25.
- SS. “Tribally Determined Prevailing Wages” or “TDW” mean prevailing wages duly adopted and determined by an Indian Tribe under Section 104, subdivision (b)(3) of NAHASDA.
- TT. “Tribal Entity(ies)” means an entity that meets any of the following criteria:
- 1) Meets the definition of Indian Tribe under section 4103(13)(B) of title 25 of the United States Code;
 - 2) Meets the definition of Tribally Designated Housing Entity under section 4103(22) of title 25 of the United States Code;

EXHIBIT A

- 3) Is not a federally recognized Tribe, but is either:
- a) Listed in the petitioner list of the Office of Federal Acknowledgment (OFA) within the Office of the Assistant Secretary – Indian Affairs of the Department of the Interior pursuant to Part 82.1 of Title 25 of the Code of Federal Regulations; or
 - b) Is an Indian Tribe located in the State of California and identified on the contact list maintained by the Native American Heritage Commission for the purpose of consultation pursuant to Government Code section 65352.3; and
 - c) Has organized a separate legal entity, either a non-profit or for-profit entity, in compliance with CCR Title 25, Section 8301(s) and it has demonstrated to the satisfaction of the Department that the separate legal entity is controlled by the Tribal Applicant.
- UU. “Tribal Admissions and Occupancy Standards” or “TAOS” means those standards duly adopted by the Federally Recognized Tribe by resolution or ordinance in accordance with Tribal law.
- VV. “Unit” means a residential unit that is used as a primary residence by its occupants, including individual units within the project.
- WW. “Urban Indian Organization” or “UIO” means a nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in 25 U.S.C. section 1653(a).
- XX. “Youth Assisted Unit” means an Assisted Unit serving Homeless Youth or Youth at Risk of Homelessness. See also “Assisted Unit.”
- YY. “Youth at Risk of Homelessness” means a child, a youth, or a current or former foster youth through the age of 25 who qualifies as “at risk of homelessness” or “homeless” under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.

4. Eligible Uses

Grantee shall apply the Program Grant funds to one or more of the following uses. All costs in connection with such Eligible Uses must be incurred on or after January 1, 2022,

Homekey Tribal Program – (HKT)
NOFA Date: 06/27/2023, as amended 03/15/2024
Project Name:
Approved Date: 05-24-2024
Prep. Date: XX-XX-XXXX

EXHIBIT A

by the Expenditure Deadline for Capital Funds, and by the Expenditure Deadline for Operating Funds, respectively and as applicable. Grantee's use of the funds and scope of work ("**Scope of Work**" or "**Work**") are specified in Exhibit E of this Agreement.

- A. Acquisition or rehabilitation, or acquisition and rehabilitation, of motels, hotels, hostels, or other sites and assets, including apartments or homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, commercial properties, and other buildings with existing uses that could be converted to permanent housing.
- B. Conversion of units from nonresidential to residential.
- C. New construction of dwelling units and required infrastructure.
- D. The purchase of affordability covenants and restrictions for units.
- E. Relocation costs for individuals who are being displaced as a result of the Homekey Tribal Project.
- F. Capitalized operating subsidies for units purchased, converted, or altered with Homekey Tribal Grant funds provided pursuant to Health and Safety Code section 50675.1.3.

5. **Rent Standards**

Permanent Housing. Rent limits for initial occupancy, and for each subsequent occupancy, of an Assisted Unit, as defined in Section 3 (D) of this Exhibit, shall not exceed that Assisted Unit's designated income-eligibility level.

6. **Program Deadlines**

- A. Acquisition, rehabilitation, and/or construction shall be completed within 24 months of the Date of Award.
- B. Grantee shall expend any capital expenditure award by the Expenditure Deadline for Capital Funds.
- C. The Homekey Tribal-funded portion of the operating award must be disbursed by the Department by June 30, 2025. Grantee shall expend any Homekey Tribal-funded operating subsidy award by the Expenditure Deadline for Operating Funds.

EXHIBIT A

- D. All Projects shall achieve a full occupancy (fully occupied with consideration for an average of 10 percent vacancy rate at any given time) within 90 days of construction and/or Rehabilitation completion.
- E. The Grantee may ask the Department for an extension for construction and/or Rehabilitation completion, where the extension is due to circumstances or conditions beyond their control and granting an extension will enable the Project to complete construction and/or Rehabilitation or achieve full occupancy of the Assisted Units. The Department shall not unreasonably withhold or delay approval of extensions. In cases where an extension for construction and/or Rehabilitation completion is granted by the Department, the deadlines for capital fund expenditure and full occupancy may be extended within the constraints of applicable law.

7. Performance Milestones

Grantee shall complete each of the Performance Milestones set forth in Exhibit E of this Agreement by the date designated for such completion therein (each, a “**Milestone Completion Date**”). The Performance Milestones shall include, but not be limited to, any applicable Expenditure Deadline for Capital Funds, Expenditure Deadline for Operating Funds, or occupancy deadline.

The Department may, in its sole and absolute discretion, approve an extension of the acquisition, rehabilitation, construction, and/or occupancy deadlines if the Grantee demonstrates, to the Department’s satisfaction, that the relevant delay is caused by reasonably unforeseeable events, conditions, or circumstances, or by acts or omissions of the Department.

In no event will the Department approve an extension request in the absence of Grantee’s demonstration of good cause for said extension, along with Grantee’s reasonable assurances that the extension will not result in Grantee’s failure to meet other Performance Milestones or any Expenditure Deadline under this Agreement.

8. Reporting Requirements

Grantee shall submit an annual Homekey Tribal Program and Expenditure Report, and comply with all additional reporting requirements, as set forth and specified at Section 601 of the NOFA, all in accordance with the Milestone Completion Date(s) set forth at Exhibit E of this Agreement.

Homekey Tribal Program – (HKT)

NOFA Date: 06/27/2023, as amended 03/15/2024

Project Name:

Approved Date: 05-24-2024

Prep. Date: XX-XX-XXXX

EXHIBIT A

After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department.

Upon the Department's request and as specified, the Grantee shall provide progress reports in connection with the development plan and any updates to the timeline for completion of the Project. The development plan should include the Project's completion milestones and any updates or substantial changes.

In addition, the Grantee shall submit to the Department such periodic reports, updates, and information as deemed necessary by the Department to monitor compliance and/or perform Program evaluation. Any requested data or information shall be submitted in electronic format on a form provided by the Department.

9. **Department Contract Coordinator**

The Department's Contract Coordinator for this Agreement is the Deputy Director of the Division of State Financial Assistance, or the Deputy Director's designee. Unless otherwise informed, Grantee shall mail any notice, report, or other communication required under this Agreement by First-Class Mail to the Department Contract Coordinator at the following address or email to hktribal@hcd.ca.gov:

California Department of Housing and Community Development
Attention: Homekey Tribal Program – (HKT)
State Grant Management Section
P.O. Box 952050
Sacramento, CA 94252-2050

10. **Grantee Contract Coordinator**

The Grantee Contract Coordinator for this Agreement may coordinate with the State Grant Management Section Manager for the Homekey Tribal Program. Unless otherwise informed, the Department shall mail any notice, report, or other communication required under this Agreement by First-Class Mail, or through a commercial courier, to the Grantee Contract Coordinator at the address specified in Exhibit E of this Agreement.