

## EXHIBIT E

**PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS**  
**Permanent Rental Housing**

1. **PROJECT-SPECIFIC PROVISIONS****Project Name:****Address:****Assessor Parcel Numbers (APNs):**A. **Permanent Rental Housing – Award, Disbursement, and Eligible Use(s)**

Grantee received a Homekey Tribal (HKT) Program award letter on [Date] (the “Award Date”). Pursuant to that award letter, the Grantee is receiving HKT Grant funds in the amount of \$[\_\_\_\_\_.00] (the “Award”). The [Payee/Designated Payee] of these funds is [Full legal name of the Public Entity or Tribal Entity/Full legal name of the Co-Applicant]. Grantee will use the funds to provide Permanent Housing for the Target Population and subpopulations as specified in the unit mix chart included herein. Specifically, the Grantee will apply these funds towards the following eligible use(s):

- 1) [Example: Predevelopment activities, Acquisition of land and construction of multifamily Permanent Housing for the Target Population]
- 2) [Example: Construction of multifamily Permanent Housing for the Target Population]
- 3) [Example: Capitalization of an operating subsidy for the Assisted Units]
- 4) [Example: Relocation costs for individuals who are being displaced as a result of the HKT project.

The HKT Award is comprised of:

<b>Total Award</b>	\$
<b>Capital Award</b>	\$
<b>Extraordinary Cost</b>	\$
<b>Predevelopment</b>	\$
<b>Acquisition</b>	\$
<b>Rehabilitation</b>	\$

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<u>New Construction</u>	\$
<u>Affordability Covenants</u>	\$
<u>Relocation</u>	\$
<u>Operating Award</u>	\$

B. Unit Mix

<u># of Bedrooms</u>	<u>Total HKT Units</u>	<u>HKT-funded Manager Units</u>	<u>HKT-Assisted Units</u>	<u>AMI Income Limit</u>	<u>Target Population or Subpopulation Restriction</u> <u>[At-Risk of Homelessness; Homeless; Homeless Youth or Youth At-Risk of Homelessness; or Senior]</u>
0 (Studio)					
1-Bedroom					
2-Bedroom					
3-Bedroom					
Totals:					

For awarded projects committed to providing Supportive Services through the duration of this Agreement, Grantee must use referrals to the HKT Assisted Units through the local Coordinated Entry System (CES) or comparable prioritization system based on greatest need. All referral protocols for HKT Assisted Units must be developed in collaboration with the local CoC and implementation consistent with the requirements set forth in the HKT NOFA. Federally Recognized Tribes may use their own Tribal Admissions and Occupancy Standards that provides for Tribal preference, or other comparable priority system, for Projects located in Indian Country which has been duly adopted and set forth in a Tribal Resolution or ordinance.

C. Project Narrative

- D. [Please provide a lean, but reasonably comprehensive description of the Project. \*Briefly describe the site, the asset, and the location. (Proximity to public transit?)

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Proximity to essential services?) \*Briefly describe whether this Project involves acquisition only or acquisition and rehabilitation. If the Project involves a master lease of the property, please note that here. \*Identify any subpopulation (e.g., Homeless Youth) that will be served by the Project. \*Briefly describe any physical features, services, or amenities that are unique to this Project. \*Detail any additional communal amenities that will be supplied, such as a meeting room, a community room, or a communal kitchen.] **Scope of Work**

1) **Construction and Rehabilitation Detail:**

[Please include a clear, precise description of the deliverables and the work to be performed; the services to be provided; and all other goals, objectives, and deliverables to be fulfilled. \*Please identify the construction activities, rehabilitation activities, and site modifications to be completed.

2) **Supportive Services and Staffing Detail:**

\*Also please identify the services outlined in the Supportive Services Plan.]

**E. Grantee Contract Coordinator (Reps, please copy the below, as necessary, for additional Grantee Contacts.**

Authorized Representative Name:	
Authorized Representative Title:	
Entity Name:	
Address:	
Telephone No.:	
E-Mail Address:	

**F. Additional Conditions Precedent to Disbursement**

1) [Enter prior to disbursement conditions here or type None]

**G. Budget Detail**

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- 1) Grantee is obligated to cover the Project's development, operations and service costs for five (5) years. Grantee will satisfy this obligation by leveraging funding commitments, or other reasonable funding assurances, from the following funding sources:
  - a) [List each government, philanthropic, and private funding source by its full legal name. This list may include the HKT Program.]
- 2) Grantee shall maintain the ongoing affordability of the Project by leveraging the following non-HKT sources of rental or operating subsidies:
  - a) [Identify the relevant non-HKT funding sources.] [Please delete this language if it is not applicable to this Project.]

**H. Performance Milestones**

[Add, customize, or delete rows as required by the facts of this transaction. Please delete this instruction before routing this Exhibit E for internal review.]

<b>Performance Milestones</b>	<b>Milestone Completion Date</b>
Predevelopment Activities - All eligible predevelopment activities complete and supporting documents, including invoices, and reports, submitted to HCD	[Insert date which is no later than three months after execution of the Standard Agreement].
Site Acquisition Funds shall be disbursed through escrow and Covenants recorded in conjunction with disbursement of HKT funds.	Grantee shall provide all documents and complete site acquisition within [insert date which is six months following execution of the Standard Agreement].
A copy of Grantee's written nondiscrimination policy (in accordance with Exhibit D of this Agreement) must be submitted to the Department.	[Insert date which is eight months from date of Award]

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Performance Milestones	Milestone Completion Date
If located outside boundaries of Indian Country, a copy of the Notice of Exemption from the California Environmental Quality Act (CEQA) filed with the Office of Planning and Research (OPR), if applicable	[If filing a Notice of Exemption, insert date which is eight months from date of Award, unless an extension has been approved]
National Environmental Policy Act (NEPA): For Projects receiving federal funds subject to review under the NEPA, a copy of the Project's Authority to Use Grant funds must be provided prior to the start of construction.	[insert date, which must be prior to the start of construction, based on Project Report Milestones]
Expenditure Deadline for Capital Funds (and supporting documents, including invoices, and reports, submitted to HCD).	[Insert date which is eight months from date of Award or up to 24 months if extension granted]
A Department-approved Affordability Covenant must be recorded against the Project real property after the Departments approval to record, and as described in Section 2 of this Exhibit and Section 26 of Exhibit D.	<p>[If property has already been acquired, then insert the words: 30 days after initial grant disbursement]</p> <p>[If property has not been acquired, then insert the words: six months after execution of standard agreement.]</p> <p>*But not before Department approval</p>
The project shall achieve full occupancy within 90 days of completion.	[Insert date which is 90 days of construction and/or Rehabilitation completion*]
Expenditure Deadline of HKT Operating Funds must be fully expended.	[Insert date which may be up to five years, unless otherwise stated Standard Agreement.]

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Performance Milestones	Milestone Completion Date
All HKT funds awarded must be fully liquidated (disbursed to the Grantee) no later than June 30, 2025.	To meet this deadline, all final disbursement requests must be received no later than March 31, 2025.
A HKT Program and Expenditure Report must be submitted to the Department as specified and described Section 8 of Exhibit A.	January 31 – Each year for five years, or as specified herein, following the Effective Date of this Agreement.

\* 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. 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.

## 2. SPECIAL TERMS AND CONDITIONS

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

### A. Affordability Covenant – Fee Land

- 1) The state, regional, local, or Tribal Grantee shall ensure that the Project located on Fee Land outside Indian Country is duly encumbered with a 30-year Affordability Covenant that **(a)** is recorded in first position against the Project for the benefit of the state, regional, local, or Tribal Grantee; **(b)** restricts the use, operation, occupancy, and affordability of the Project in accordance with this Agreement and the applicable Program Requirements; **(c)** duly names the Department as a third-party beneficiary with the right and privilege, but not the obligation, of enforcement thereof; and **(d)** is otherwise in form and substance acceptable to the Department. For Projects located on Fee Land within Indian Country, the state regional, local or Tribal Grantee shall ensure that the Project is duly encumbered in accordance with the aforementioned requirements, except that the affordability term shall be 25-years.

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- 2) The Affordability Covenant must be recorded against the real property of the Project site by the Milestone Completion Date set forth herein. The Grantee shall obtain the Department's express written approval of the Affordability Covenant prior to the recordation of the same. After recordation, the Grantee shall promptly provide the Department with a conformed copy of the recorded Affordability Covenant.
- 3) Unless otherwise authorized by the prior and express written approval of the Department, the Affordability Covenant must be recorded as a lien against the Project in first position, and must remain in first position, over all other Project agreements, covenants, or other matters of record on the real property for the period of affordability required by the Program.

**B. Affordability Covenant – Tribal Trust or Restricted Land**

- 1) The Tribal Grantee shall ensure that the Project located on land held in trust by the BIA or subject to restriction by the United States against alienation, is duly encumbered with a 25-year Affordability Covenant that **(a)** is approved by and recorded with the BIA in first position against the Project for the benefit of the Tribal Grantee; **(b)** restricts the use, operation, occupancy, and affordability of the Project in accordance with this Agreement and the applicable Program Requirements; **(c)** duly names the Department as a third-party beneficiary with the right and privilege, but not the obligation, of enforcement thereof; and **(d)** is otherwise in form and substance acceptable to the Department. Proof of recordation may be demonstrated by: (i) a certified TSR reflecting the Affordability Covenant as being recorded in first position or (ii) official correspondence from BIA indicating approval and recordation.
- 2) The Affordability Covenant must be recorded against the real property of the Project site by the Milestone Completion Date set forth herein. The Grantee shall obtain the Department's express written approval of the Affordability Covenant prior to the recordation of the same. After recordation, the Grantee shall promptly provide the Department with a conformed copy of the recorded Affordability Covenant.
- 3) Unless otherwise authorized by the prior and express written approval of the Department, the Affordability Covenant must be recorded as a lien against the Project in first position, and must remain in first position, over

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all other Project agreements, covenants, or other matters of record on the real property for the period of affordability required by the Program.

[Please delete or revise this section, or any portion of this section, as required by the facts of this Project. If this section is applicable to this Project, please delete the foregoing "Affordability Covenant" paragraph.]

- 4) To the extent the Grantee will enter a residential lease of its trust or restricted land, a lease rider naming the Department as a party, must be approved by, and recorded with the BIA. Proof of recordation may be demonstrated by: (a) a certified TSR reflecting the lease rider or (b) official correspondence from BIA indicating approval and recordation.
- 5) In the event Grantee intends to apply under 25 C.F.R. Part 151 to the BIA to have the land upon which the Project is located to be accepted into trust, the following shall apply:
  - a) The Affordability Covenant shall not be removed from and will remain on title in first position after said land is taken into trust by the BIA;
  - b) Grantee shall comply with any and all requirements applicable under Federal law, including any applicable requirements under 25 U.S.C. sections 81 and 415, and shall obtain any and all necessary approvals from the BIA as may be required under Federal law including approvals of this Agreement, Affordability Covenant and any other Project document, and lease rider, if any;
  - c) After said land is taken into trust by the BIA subject to the aforementioned requirements, the Project will become subject to all the terms and conditions applicable to projects located within Indian Country as set forth in this Agreement; and
  - d) Grantee and the Department agree to negotiate in good faith any amendments to this Agreement, Affordability Covenant, and any other Project document as may be required in connection with a fee-to-trust application to ensure compliance with the terms and conditions applicable to projects located within Indian Country as set forth in this Agreement.

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- C. Per HKT Tribal NOFA, Section 205, Grantee requested a 24-month extension for capital expenditures at the time of application or thereafter, which is approved by the Department, on the grounds that the Department application review and award is behind schedule.
- D. Grantee has committed to a [25-year or 30-year] use restriction for the Project, as per Exhibit D (26) of this Agreement.
- E. Grantee has committed to Accessibility and Non-Discrimination requirements, as per Exhibit D of this Agreement.
- F. **Supportive Services Plans** required by HCD must be received by HCD at the time of application. Any updates to the awarded project supportive services plan must be submitted to HCD prior to initial occupancy.
- G. **Project is subject to AB 1010, and the Department has permitted the following waivers/modifications** (replace following examples as applicable to the project):
- 1) Department letter, dated [Insert Month, date and year], approved the Grantee request to [insert modification/waiver and name the program requirements] to allow the applicant to use its “Tribal Admission and Occupancy Standards” adopted through Board resolution or ordinance. Grantee is not subject to the requirement in Exhibit D, Section XX.
  - 2) Department letter, dated June 29, 2022, approved the Grantee request to modify its program requirements to cover a \$350,000 funding gap, providing a total of \$1,590,000.00 in total capital HKT funding for the Project.
- H. **Exhibit A, Authority, Purpose and Scope of Work, Section 3 - Definitions:**
- [Insert name of Tribe] is the beneficial owner of the real property located in [Insert County where Project Property is located] as described below:
- [Insert final legal description of the property from the BIA/LTRO TSR.]
- I. **Exhibit C, State of California General Terms and Conditions:**

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Notwithstanding anything to the contrary in this Agreement or the State Documents, the terms, provisions, and conditions set forth in “Exhibit C” titled, State of California General Terms and Conditions, GTC – 04/2017” (“Exhibit C”) as it appears on the STD. 213 and referencing 04/2017 GTC, shall only be enforceable against Grantee, as applicable, and subject to the terms and conditions set forth in this Agreement and this Exhibit E.

HCD hereby specifically acknowledges that the following provisions of Exhibit C shall not be enforceable against the Grantee because the Project is located within the boundaries of Indian Country. These provisions are: (a) Section 3 (Assignment), (b) Section 5 (Indemnification), (c) Section 6 (Disputes), (d) Section 9 (Recycling), (e) Section 10 (Non-Discrimination), (f) Section 11 (Certification Clauses), (g) Section 14 (Governing Law), (h) Section 15 (Anti-Trust Claims), (i) Section 16 (Child Support Enforcement) (j) Section 18 (Priority Hiring of vacancies through CalWorks), (k) Section 19 (Small Business Reporting) and (l) Section 20 (Loss Leader Statute B&B 17030).

- J. [Enter project-specific special conditions here except for prior to disbursement, those should go in Section 1, paragraph (F) Additional Conditions Precedent to Disbursement of this Exhibit. If no special conditions apply, remove.]

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