

The St Vincent de Paul 'Gravenstein Commons' construction project **must be fully funded with all funding residing in a City of Sebastopol & SVdP bank account** before this project is allowed to proceed.

The City of Sebastopol council chose to reverse their earlier decision not to grant permission for this project due to significant financial risk to the city.

It was a bizarre and unusual reversal that spoke volumes about naive council big hearts that lack responsible judgement around our rapidly shrinking city funds, so we are now saddled with the dismal prospect of being the guaranteed funder of final resort should any of SVdP's funding not happen, or if there are (inevitable) cost over runs.

The political climate has shifted significantly both from a grant fulfillment perspective and equally importantly from changing perspectives on efficacy of the 'housing first' concept for transients and homeless.

(We are seeing a rapid shift back to the 'steps' model, the predecessor to the nationally adopted Tsemberis/'Pathways to Housing' non profit concepts that have proved over time to be expensive and not fit for purpose).

Because of these national, state and county political shifts this project puts the city in a position of far greater significant risk. As we know all too well, projects that are started with the best of intentions frequently hit unforeseen cost over runs and unforeseen problems.

I therefore strongly suggest the city demand to see that adequate funding is fully in place in a SVdP & CoS bank account, not just promises, contracts and agreements, before allowing this project to start. It would also be advisable for these funds to be held in escrow with the city to ensure that the money is not subsequently spirited away for other SVdP needs.

As the multiple grant 'joint applicant' (similar to co signer on a loan) the city has equal rights to transparency in what is a very murky situation where it seems highly likely the city will have to make good any funding short falls. Obviously this is a disastrous anxiety for our city.

I urge council to very carefully review all documents and agreements (attached via public information request from the city) in light of these political changes. 'Conditional' awards of funds and preliminary legal agreements are not viable foundations for a project that may bankrupt the city if even one of the various SVdP backers fails to provide funding.

If the project does go forward and is ever completed it would also be wise to demand evidence of adequate funding for future inhabitant impact fees on the city, given how hugely expensive in time, money and blight costs the other 'Homekey' and non profit 'unhoused' projects have historically had on our community, Police, Fire and Public works departments draining our tiny city budget.

Thank you for your time and dedication as councillors

Oliver Marks
Downtown City of Sebastopol

**HOMEKEY REQUEST FOR
MILESTONE EXTENSION**

REV 10/2024

Homekey Request for Milestone Deadline Extension

Per Exhibit A, Section 7.B of the Standard Agreement: 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. **Construction labor shortages and supply chain issues do not constitute reasonably unforeseeable events, conditions, or circumstances for the purposes of an extension request.**

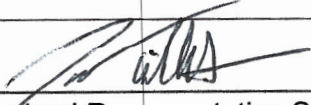
Contract Number:	23-HK-18189	Grantee Name:	The Society of St. Vincent de Paul District Council of Sonoma, Incorporated
Acquisition Date:	12/7/2021	Construction Start Date:	6/1/2025

I am requesting an extension to (fill in all that apply):

Performance Milestone	Original Completion Deadline	Last Approved Extension Date <i>N/A if this is the first request</i>	Requested New Completion Date	Length of Extension Request from Original Deadline
Capital Expenditure (standard 8 mos from award)	September 21, 2025	NA	January 21, 2026	___ yrs ⁴ ___ mos ___ ds
Construction / Rehab (standard 12 mos from award)	February 21, 2025	NA	February 21, 2026	1 ___ yrs ___ mos ___ ds
Full Occupancy (standard 15 mos from award)	May 21, 2025	NA	May 21, 2026	1 ___ yrs ___ mos ___ ds
Other:	June 30, 2026	NA	June 30th, 2028	2 ___ yrs ___ mos ___ ds

Reason for Extension Request: Provide justification for extension request(s) and new deadlines in the space below and on the following page. If possible, describe the timeline of events leading up to this point. Attach supplemental materials as necessary.

The Society of St. Vincent de Paul District Council of Sonoma, Incorporated (SVdP), is requesting a one-year milestone extension to complete our 22-unit, permanent supportive housing project, located at 845 N Gravenstein Highway in Sebastopol, California.

 **3/21/2025**
Authorized Representative Signature Date

HCD USE ONLY ☒ Approved ☐ Denied ☐ Approved with Adjustments ☐ More Information Needed

Comments:

See emails for approval dates.

MGM Manager Signature:

Laura Cates

Date:

3/28/2025

**HOMEKEY REQUEST FOR
PROJECT CHANGES**

REV 10/2024

Reason for Extension Request (continued)

The reason for this request is due to two delays, the first of which began in April of 2024 when the Sebastopol City Council temporary voted to discontinue the project due to its uncertain financial outlook. However, the Mayor of Sebastopol brought the item back to the Council months later, at which time the Council reversed its previous vote, and agreed to move forward, as exemplified by their recent execution of the Standard Agreement. This loss of time caused us to miss the 2024 summer building season. However, since then, SVdP has not rested. We have expended roughly \$350,000 on an architect to complete the construction documents, which were submitted to the Sebastopol Planning Department, and are currently under review. We have also signed a contractor, Holly Construction, which is ready to begin once the Planning Department issues the building permit. Another reason for our delay that was not within SVdP's control was time HCD took to review our relocation opinion from our legal counsel. After months of not hearing from HCD, we finally heard that a relocation plan would be required, which SVdP has since prepared and submitted. HCD has now approved it.

Accomplishments to date:

- * Completed 100% of the construction documents (architectural designs)
- * Submitted construction documents to the Sebastopol Planning Department
- * Completed the HCD-approved relocation plan
- * Completed our draft regulatory agreement
- * Retained a consultant, developed plans, and submitted them to Caltrans for our encroachment permit

As you can see, we have made substantial advancements on the project, despite the two delays. We continue to move full speed ahead, with construction beginning in mid-March of 2025. Given the single-level, wood-frame construction of the building, we are very confident we will have the project completed, with 90% occupancy or more, by February 13th, 2026. This project is well positioned for success.

It should also be noted that we request that the operating subsidy in our award also be extended to February 13th, 2026, as this operating subsidy will greatly enhance residents' experiences, and financially strengthen the project.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER

23-HK-18189

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

The Society of St. Vincent de Paul District Council of Sonoma County, Incorporated, and City of Sebastopol

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Fifteen (15) Years from Effective Date

3. The maximum amount of this Agreement is:

\$6,449,235.00

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	10
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	Homekey General Terms and Conditions	24
Exhibit E	Project-Specific Provisions and Special Terms and Conditions	9
TOTAL NUMBER OF PAGES ATTACHED		46

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

651 Bannon Street

CITY

Sacramento

STATE

CA

ZIP

95811

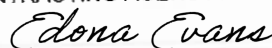
PRINTED NAME OF PERSON SIGNING

Edona Evans

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

12/18/2024

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

Page 2 of 2

The Society of St. Vincent de Paul District Council of Sonoma County, Incorporated
a California nonprofit public benefit corporation

By: 

Date: 12/4/24

Jack Tibbetts
Executive Director

Address:

5671 Redwood Drive
Rohnert Park, CA 94928

City of Sebastopol
a California Government City

By: 

Date: December 3, 2024

Diana Rich
Mayor

By: 

Date: Dec. 3, 2024

Don Schwartz
City Manager

Address:

7120 Bodega Avenue
Sebastopol, CA 95472

Prep Date: 03/04/2024

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 – Round 3 ("**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 Program Notice of Funding Availability, Round 3 on March 29, 2023 (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:

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT A

- A. AB 140;
- B. The above-referenced MHP statutory scheme;
- C. The NOFA;
- D. The MHP Guidelines;
- E. The UMRs;
- F. ARPA and related federal guidance;
- G. The award letter issued by the Department to the Grantee; and
- H. All other applicable law.

2. **Purpose**

The Homekey 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 Paragraph 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 Program award to the Grantee; (ii) imposes use, operation, occupancy, and affordability restrictions on the real property and improvements; and (iii) incorporates the Homekey Program Requirements by reference. Upon

Homekey Program – Round 3 (Homekey)
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EXHIBIT A

- its execution, the Affordability Covenant shall be binding, effective, and enforceable against all successors, transferees, and assignees, in accordance with Section 208 of the NOFA, after a certificate of occupancy or its equivalent has been issued for the Project, or if no such certificate is issued, from the date of initial occupancy of the Project. Interim Housing Projects, Permanent Housing Projects, and Permanent Housing Projects on tribal trust land shall be encumbered with 30-year, 55-year, and 50-year Affordability Covenants, respectively.
- B. **“AMI”** means Area Median Income.
 - C. **“Application”** means the application for Grant funds that was submitted in response to the Department’s NOFA.
 - D. **“Assistance Listing Number”** (ALN) formerly known as the Catalog of Federal Domestic Assistance (CFDA) Number, is a five-digit number assigned in the awarding document for all federal assistance award mechanisms.
 - E. **“Assisted Unit”** means a Homekey-funded residential dwelling unit that is subject to rent, income, occupancy, and other restrictions in accordance with Program Requirements. See also **“Youth Assisted Unit.”**
 - F. **“Chronically Homeless”** is defined in accordance with Part 578.3 of Title 24 of the Code of Federal Regulations.
 - G. **“Co-Applicant”** means the nonprofit corporation, for-profit corporation, limited liability company, and/or limited partnership that applied for an award of Homekey Grant funds with the Eligible Applicant (i.e., a Public Entity or Tribal Entity).
 - H. **“Date of Award”** means the date on the award letter issued from the Department to the Grantee.
 - I. **“Designated Payee”** means the Co-Grantee that will serve as the payee of the Program Grant funds. If applicable, the Designated Payee is identified at Exhibit E of this Agreement.
 - J. **“Eligible Applicant”** means the Public Entity or Tribal Entity that applied for an award of Homekey Grant funds.

EXHIBIT A

- K. **“Eligible Uses”** means the activities that may be funded by the Homekey Program Grant. Those activities are listed at Paragraph 4 below of this Agreement, and at Health and Safety Code section 50675.1.3, subdivision (a).
- L. **“Expenditure Deadline for Capital Funds”** means the date by which the capital expenditure award must be fully expended. This deadline is eight (8) months from the Date of Award. or up to 15 months from the Date of Award if an expenditure deadline extension has been requested and approved by the Department.
- M. **“Expenditure Deadline for Operating Funds”** means the date by which the operating subsidy award must be fully expended. This deadline is **June 30, 2026**.
- N. **“Grantee or Subrecipient”** 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 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.
- O. **“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.
- P. **“Homeless Youth Project”** means a Project that was prioritized to receive set-aside Homekey funds because **(i)** at least 25 percent of its Assisted Units will be restricted to Homeless Youth or Youth at Risk of Homelessness; **(ii)** the Grantee jointly applied and/or partnered with a nonprofit corporation with experience serving the foregoing subpopulation; and **(iii)** the Project will provide Supportive Services for Youth Assisted Units using a Positive Youth Development (PYD) model and trauma-informed care. Such Project may also have been prioritized because it is located within a one-mile radius of youth-centered amenities, such as community colleges, universities, trade schools, apprenticeship programs,

EXHIBIT A

employment programs, childcare centers for parenting youth, and community centers for youth.

- Q. **“Interim Housing”** means any facility whose primary purpose is to provide a temporary shelter for the Target Population and which does not require occupants to sign leases or occupancy agreements.
- R. **“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, and also includes any state agency, public district, or other political subdivision of the state, and 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.
- S. **“Performance Milestones”** means the indicators and metrics of progress and performance that are identified as such at 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.
- T. **“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.
- U. **“Program Requirements”** means the legal authority and Program materials listed at Paragraph 1.A – H, above.
- V. **“Project”** means a structure or set of structures with common financing, ownership, and management, which provides Permanent Housing or Interim

EXHIBIT A

Housing for the Target Population, and which is subject to an appropriate Affordability Covenant in accordance with Section 208 of the NOFA.

- W. **“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.
- X. **“Scope of Work”** or **“Work”** means the work to be performed by the Grantee to accomplish the Program purpose.
- Y. **“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.
- Z. **“Target Population”** means individuals and families who are “homeless” or “at risk of homelessness,” as those terms are 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. The Target Population also includes Homeless Youth or Youth at Risk of homelessness. 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.
- AA. **“TCAC”** means the California Tax Credit Allocation Committee.
- BB. **“Tribal Entity”** 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.

CC. **“Unique Entity ID”** (UEI) is a 12-character alphanumeric ID assigned to an entity by www.Sam.gov.

DD. **“Youth Assisted Unit”** means an Assisted Unit serving Homeless Youth or Youth at Risk of Homelessness. See also **“Assisted Unit.”**

EE. **“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 March 3, 2021, 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 at 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 or interim housing.
- B. Master leasing of properties for non-congregate housing.
- C. Conversion of units from nonresidential to residential.

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EXHIBIT A

- D. New construction of dwelling units.
- E. The purchase of affordability covenants and restrictions for units.
- F. Relocation costs for individuals who are being displaced as a result of the Homekey Project.
- G. Capitalized operating subsidies for units purchased, converted, or altered with Homekey Grant funds provided pursuant to Health and Safety Code section 50675.1.3.

5. **Rent Standards**

- A. Permanent Housing. Rent limits for initial occupancy, and for each subsequent occupancy, of an Assisted Unit shall not exceed 30 percent of that Assisted Unit's designated income-eligibility level.
- B. Interim Housing. No rent shall be charged to the Target Population residents of Interim Housing.

6. **Program Deadlines**

- A. Acquisition, rehabilitation, and/or construction shall be completed within 12 months of the Date of Award.
- B. Grantee shall expend any capital expenditure award by the Expenditure Deadline for Capital Funds.
- C. The Homekey-funded portion of the operating award must be disbursed by the Department by June 30, 2025. Grantee shall expend any Homekey-funded operating subsidy award by the Expenditure Deadline for Operating Funds.
- D. Full occupancy shall be achieved within 15 months of the Date of Award.

7. **Performance Milestones**

- A. Grantee shall complete each of the Performance Milestones set forth at Exhibit E of this Agreement by the date designated for such completion therein (each, a "**Milestone Completion Date**"). The Performance Milestones shall include, but

EXHIBIT A

not be limited to, any applicable Expenditure Deadline for Capital Funds, Expenditure Deadline for Operating Funds, or occupancy deadline.

- B. 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.
- C. 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. Construction labor shortages and supply chain issues do not constitute reasonably unforeseeable events, conditions, or circumstances for purposes of an extension request.
- D. The Department will not grant extensions of the Expenditure Deadline for Operating Funds.

8. **Reporting Requirements**

- A. Grantee shall submit an annual Homekey 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.
- B. After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department.
- C. 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.
- D. 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.

EXHIBIT A

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 Homekey3SGM@hcd.ca.gov:

California Department of Housing and Community Development
Attention: Homekey Program – Round 3 (Homekey)
State Grant Management Section
2020 West El Camino Avenue, Suite 400, 95833
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 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 at Exhibit E of this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Grantee has been awarded the Grant amount set forth in this Agreement.

2. Conditions of Disbursement

The Department will disburse the full amount of the Grant award to the Grantee after this Agreement has been fully executed and after the Department receives the Grantee's request for funds, with all required supporting documents appended thereto. The Grantee shall append the following supporting documents to the request for funds, all in form and substance acceptable to the Department:

- A. Payee Data Record (STD 204) or Government Agency Taxpayer ID Form, as applicable;
- B. An authorizing resolution or set of authorizing resolutions that, in the Department's reasonable determination, materially comports with the Program Requirements (if the Grantee has not already submitted same);
- C. Documentary evidence of any eligible costs incurred on or after March 3, 2021 and before the execution of this Agreement;
- D. Certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law;
- E. A copy of the Department-approved relocation plan for the Project, or a copy of a Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement which has been duly executed by the Grantee and approved by the Department;
- F. Evidence of the insurance coverages required under the Program and/or a written acknowledgment of self-insured status;
- G. Documentary evidence of capacity to provide operating funds for the Project for at least five (5) years;

EXHIBIT B

- H. A current title report (dated within 15 days of the request for funds); or for tribal trust land, a title status report (“**TSR**”) or an attorney’s opinion regarding chain of title and current title status;
- I. A Draft Covenant or Regulatory Agreement must be submitted to the Department for review and approval;
- J. Any forms, certifications, or documentation required pursuant to Paragraph 1.F– Additional Conditions Precedent to Disbursement of Exhibit E of this Agreement; and
- K. Any other forms, certifications, or documentation deemed necessary by the Department prior to disbursement of Grant funds.

3. Performance

- A. After disbursement of the funds, the Grantee shall meet each Performance Milestone set forth at Exhibit E by the relevant Milestone Completion Date. After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department. Grantee may apply to the Department for an extension of a Milestone Completion Date as allowed by the NOFA and this Agreement.
- B. FAILURE TO SATISFY ANY ONE OF THE PERFORMANCE MILESTONES WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLES THE DEPARTMENT TO MANDATE THE GRANTEE TO RETURN TO THE DEPARTMENT ANY FUNDS DISBURSED; IN ANY SUCH INSTANCE, THE DEPARTMENT MAY ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO GRANTEE.

4. Fiscal Administration

- A. Grantee shall either deposit the Grant funds with an escrow company licensed to do business in the State of California and in good standing or deposit the Grant funds in an interest-bearing checking or savings account that is insured by the Federal Deposit Insurance Corporation (“**FDIC**”). All interest earned from the deposit of Grant funds shall be used for eligible Program activities.

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT B

- B. Any capital expenditure award funds that have not been expended by the Expenditure Deadline for Capital Funds must be returned to the Department with accrued interest. Any operating subsidy award funds that have not been expended by the Expenditure Deadline for Operating Funds must be returned to the Department with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than thirty (30) calendar days after the applicable Expenditure Deadline.

Department of Housing and Community Development
Accounting Division, Suite 300
2020 W. El Camino Avenue
Sacramento, California 95833

5. Duplication of Benefit

Homekey funding is not required to be used as funding of last resort. However, Grantee may not use Homekey funding to cover expenditures that have already been funded through other sources. Expenses that have been or will be reimbursed under any federal program are not eligible uses of Homekey funding.

Homekey Program – Round 3 (Homekey)
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EXHIBIT D

HOMEKEY GENERAL TERMS AND CONDITIONS

Federal Grant Identification

\$435 million of grant funds are derived from U.S. Department of the Treasury FAIN SLFRP3211 (Coronavirus State and Local Fiscal Recovery Fund (CSFRF) established by the Federal American Rescue Plan Act of 2021 (ARPA) (Public Law 11702). CFDA # 21.027 dated 06/04/2021 and \$301 million from State General Fund.

1. Effective Date, Term of Agreement, Timing, and Deadlines

- A. This Agreement, when fully executed by the Department and the Grantee, is effective upon the date of the Department representative's signature on the STD 213, Standard Agreement (such date, the "**Effective Date**").
- B. This Agreement shall terminate fifteen (15) years after the Effective Date, as stated in Section 2 of the STD 213, Standard Agreement (such date, the "**Expiration Date**").
- C. Grantee will receive the disbursement of Program funds after satisfying all conditions precedent to such disbursement, as set forth under Paragraph 2 of Exhibit B and, as necessary and applicable, under Paragraph 1.F – Additional Conditions Precedent to Disbursement of Exhibit E.
- D. Any expenses incurred prior to March 3, 2021, after the Expenditure Deadline for Capital Funds, or after the Expenditure Deadline for Operating Funds, respectively and as applicable, are not eligible for payment under the Program, unless an alternate arrangement is legally permissible and has been approved by the Department in advance and in writing.
- E. Grant funds that have not been expended by the applicable Expenditure Deadlines shall revert to the Department in the absence of an alternate arrangement that has been approved by the Department in advance and in writing.

EXHIBIT D

2. Termination for Cause

The Department may terminate this Agreement for cause at any time by giving at least fourteen (14) calendar days' advance written notice to the Grantee. Upon such termination, Grantee shall return any unexpended funds to the Department within thirty (30) calendar days of the date on the Department's written notice of termination, unless the Department has approved an alternate arrangement in advance and in writing, as provided below. Such termination will not limit any other remedies that may be available to the Department under this Agreement, at law, or in equity. Cause shall consist of Grantee's breach of, or failure to satisfy, any of the terms or conditions of this Agreement. Cause includes but is not limited to the following:

- A. Grantee's failure to satisfy the conditions precedent to disbursement or to expend Program Grant funds, as specified.
- B. Grantee's failure to timely satisfy each or any of the conditions set forth in these Homekey General Terms and Conditions, the Project-Specific Provisions and Special Terms and Conditions set forth at Exhibit E of this Agreement (including any one of the Performance Milestones), or the award letter.
- C. Grantee's violation of any of the Program Requirements.
- D. The Department's determination of the following:
 - 1) Any material fact or representation, made or furnished to the Department by the Grantee in connection with the Application or the award letter, shall have been untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue or misleading; or
 - 2) Grantee has concealed any material fact from the Department related to the Application or the Project.
- E. The Department's determination that the objectives and requirements of the Homekey Program cannot be met in accordance with applicable timeframes, as memorialized by this Agreement.

In the event of this or any other breach, violation, or default by the Grantee, the Department may give written notice to the Grantee to cure the breach, violation, or

EXHIBIT D

default. If the breach, violation, or default is not cured to the Department's satisfaction within a reasonable time, as determined by the Department in its sole and absolute discretion, then the Department may declare a default under this Agreement and seek any and all remedies that are available under this Agreement, at law, or in equity.

3. **Cancellation**

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government for fiscal years 2021-2022 through 2025-2026 for CSFRF purposes. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the CSFRF, this Agreement shall be amended to reflect any subsequent reduction in CSFRF funds.
- D. The Department may cancel this Agreement, in whole or in part, if (i) sufficient funds are not made available by the United States Government; (ii) Congress enacts any restrictions, limitations, or conditions that impact this Agreement or the funding of this Agreement; or (iii) cancellation is otherwise permitted under state contracting law.
- E. To cancel this Agreement pursuant to this paragraph, the Department shall give thirty (30) calendar days' advance written notice to the Grantee. The Grantee shall return any unexpended portion of its Grant award to the Department within thirty (30) calendar days from the date on the Department's written notice of cancellation, unless (i) the parties have agreed upon an alternate arrangement in advance and in writing; or (ii) an alternate arrangement is necessary for one or both parties to remain in compliance with ARPA or other applicable law.

4. **Eligible Activities**

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT D

Grant funds awarded to the Grantee shall be applied to the eligible uses set forth at Exhibit A and described in greater detail at Exhibit E. 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.

5. Performance Milestones

Grantee shall timely satisfy and complete all Performance Milestones, as identified at Exhibit E of this Agreement.

6. Article XXXIV

Per Health and Safety Code section 37001, subdivision (h)(5), article XXXIV, section 1 of the California Constitution (“**Article XXXIV**”) is not applicable to Homekey-funded acquisition, rehabilitation, reconstruction, alterations work, new construction, or any combination thereof, of lodging facilities or dwelling units.

7. Appraisals

Grantee shall, at the request of the Department, provide an appraisal of any real property or any interest in real property that is acquired with the Grant funds. Any such appraisal shall be prepared in a form, and by a qualified appraiser, acceptable to the Department.

8. Byrd Anti-Lobbying Amendment

([31 U.S.C. 1352](#)) Grantees, Subrecipients, Co-Applicants, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9. Anti-Kickback Act of 1986

EXHIBIT D

Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.

10. **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. **Contracting and Labor Standards**

A. **Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended)**

Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

B. **Contract Work Hours and Safety Standards Act of 1962 ([40 U.S.C. 3701–3708](#))**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic

EXHIBIT D

must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.
- E. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
- F. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

12. Domestic Preferences for Procurement [2 CFR](#) Part 184 § 70915

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT D

- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
 - 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment 2 CFR 200.216

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security

EXHIBIT D

purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- 2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. See also Public Law 115–232, section 889 for additional information.
- F. See also § 200.471.

14. Environmental Compliance

Grantee shall provide a Phase I Environmental Site Assessment (“**ESA**”) for the Project, in conformance with ASTM Standard Practice E 1527, evaluating whether the Project is affected by any recognized environmental conditions. If the Phase I ESA discloses evidence of recognized environmental conditions and Grantee desires to proceed with the Project, the Grantee shall provide the Department with a Phase II report and any additional reports as required by the Department and in a form acceptable to the Department. Any remediation work shall be subject to Department approval. Grantee shall also provide an asbestos assessment and a lead-based paint report for the Department’s approval if the Project involves rehabilitation or demolition of existing improvements.

EXHIBIT D

- A. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- B. Grantee shall comply with the requirements of the Clean Air Act ([42 U.S.C. 7401](#)–7671q.) and the Federal Water Pollution Control Act ([33 U.S.C. 1251](#)–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401](#)–7671q) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251](#)–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- D. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- E. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all Homekey-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

EXHIBIT D

- F. 2 CFR Part 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. See [§ 200.323](#).
- G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.
- H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.
- I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of

EXHIBIT D

the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

15. Insurance

- A. Grantee shall obtain the insurance coverages identified in the NOFA. Grantee shall maintain such insurance coverages for either the term of this Agreement or the term of any required restrictive covenant or regulatory agreement, whichever applicable term is longer. Grantee shall name the State of California and the Department, as well as their respective appointees, officers, agents, and employees, as additional insureds on all such policies. Such policies shall provide for notice to the Department in the event of any lapse of coverage or insurance claim thereunder. Prior to disbursement of any Grant funds, Grantee shall provide evidence satisfactory to the Department of its compliance with these insurance requirements.
- B. If Grantee is self-insured, in whole or in part, as to any of the required types and levels of coverage, the Grantee shall provide the Department with a written acknowledgment of its self-insured status prior to disbursement of any Grant funds. If the Grantee abandons its self-insured status at any time after execution of this Agreement, the Grantee shall immediately notify the Department, and shall promptly comply with the insurance coverage requirements under the Program.

16. Operating Funds

Grantee shall demonstrate its capacity to provide five (5) years of operating funds for the Project. As set forth at Exhibit B of this Agreement, Grantee shall provide documentary evidence of such capacity prior to disbursement of any Grant funds.

17. Relocation

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT D

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

Grantee must have a relocation plan prior to proceeding with any phase of a Project or other activity that will result in the displacement of persons, businesses, or farm operations. To ensure that displaced persons and entities do not suffer a disproportionate impact as a result of Projects which benefit the public, all notices to vacate and relocation services must be provided to them in accordance with applicable law. In addition, before the Homekey award will be disbursed, Grantee must have either:

- A. Department-approved relocation plan; or
- B. Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement, which has been duly executed by the Grantee and approved by the Department.

18. **One-for-One Replacement of Assisted Units**

One-for-one replacement of Assisted Units is permissible if approved in advance by the Department per Section 300 of the NOFA, after the Department's determination, in its sole and absolute discretion, that such replacement will not reduce the inventory of units that are already available at affordable rents to households that are at or under 30 percent AMI.

19. **Site Control**

Unless and except as otherwise expressly approved in writing by the Department or provided at Exhibit E to this Agreement, the Grantee shall have control of the property at all times, and such control shall not be contingent on the approval of any other party. The status and nature of the Grantee's title and interest in the property must be acceptable to the Department. Site control may be evidenced by one of the following:

- A. Fee title.

EXHIBIT D

- B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with, and satisfaction of, all Program objectives and requirements, including, without limitation, those set forth in this Agreement. If the Grantee's interest in the property is a leasehold, and the lessee and the lessor are affiliated or related parties, then the Department may require both the lessee and the lessor to execute this Agreement.
- C. An executed disposition and development agreement, or irrevocable offer of dedication to a public agency.
- D. A sales contract, or other enforceable agreement for the acquisition of the property. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).
- E. A letter of intent, executed by a sufficiently authorized signatory of the Grantee, that expressly represents to the Department, without condition or reservation, that, upon successful application, the Grantee shall purchase or otherwise acquire a sufficient legal interest in the property to accomplish the purpose of the award. The letter of intent must also be duly acknowledged by the party selling or otherwise conveying an interest in the subject property to the Grantee. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).
- F. Other evidence of site control that gives the Department assurance (equivalent to A-E above) that the Grantee will be able to complete the Project in a timely manner and in accordance with the Program's objectives and requirements, including, without limitation, those set forth or referenced in this Agreement.

20. Adaptability and Accessibility

The Project shall comply with all applicable federal, state and local laws regarding adaptability and accessibility, including, without limitation, the requirements set forth in the NOFA.

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT D

21. Title Status and Reports

Grantee shall provide a current title report for the real property on which the Project is located. If Grantee's interest in the property is leasehold, then Grantee shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, Grantee shall provide a TSR or an attorney's opinion regarding chain of title and current title status. As set forth and specified at Exhibit B of this Agreement, Grantee shall provide such title report or documentation of title status prior to disbursement of any Homekey Grant funds.

22. Title Insurance

Grantee shall provide evidence of title insurance and an ALTA As-Built Survey that are acceptable to the Department. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to Department approval. The policy shall insure that Grantee holds good and marketable title (fee simple or leasehold).

23. Property Management Plan

Grantee shall submit a property management plan to the Department for its review and approval. Such management plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., include the management, maintenance, and repair information required by the MHP Guidelines).

24. Supportive Services Plan

Grantee shall submit a Supportive Services plan to the Department for its review and approval. Such Supportive Services plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., provide for delivery of housing stability services and benefits).

25. Nondiscrimination

Grantee shall adopt a written nondiscrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of

EXHIBIT D

income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Homekey funds.

Statutes and regulations prohibiting discrimination are applicable to this Agreement and include, without limitation, the following:

- A. Grantee and any of its contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement;
- B. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order [11246](#), "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.";
- C. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.); Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C §2000a, et seq.), and the Fair Housing Act (42 U.S.C. §3601, et seq.), according to 42 U.S.C. §5306, et seq. and in compliance

EXHIBIT D

- with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430). Grantee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing or Permanent Housing. Grantee is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development (“**HUD**”). Grantee shall comply with all applicable state and federal fair housing laws;
- D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
- E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); prohibiting age-based discrimination in federally funded activities.

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities. The State of California nondiscrimination statutes, regulations, and standards set forth and identified in the NOFA and at Exhibit C of this Agreement.

26. Affirmative Fair Housing Marketing Plan and Fair Housing Compliance

- A. Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C §2000a, et seq.), and the Fair Housing Act (42 U.S.C. §3601, et seq.), according to 42 U.S.C. §5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

EXHIBIT D

- B. Grantee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing or Permanent Housing. Grantee is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development (“HUD”). Grantee shall comply with all applicable state and federal fair housing laws.

27. Grantee Acknowledgment of the Pet Friendly Housing Act of 2017

By executing this Agreement, Grantee acknowledges that the Pet Friendly Housing Act of 2017 (Health & Saf. Code, § 50466) requires each housing development, if it is financed on or after January 1, 2018 pursuant to Division 31 of the Health and Safety Code, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident’s dwelling unit, subject to applicable state laws and local governmental ordinances related to public health, animal control, and animal anticruelty.

28. Final Certificate of Occupancy

Grantee shall provide a final certificate of occupancy (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates.

29. Occupancy

The Assisted Units shall be occupied by the Target Population, and such units shall be in decent, safe, and sanitary condition at the time of their occupancy. In addition, the Grantee shall certify, upon occupancy, that it will employ the core components of Housing First (as set forth at Welfare and Institutions Code section 8255) as part of its property management plan and Supportive Services plan.

30. Tenant Selection

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT D

Referrals to Assisted Units shall be made through the local Coordinated Entry System (“**CES**”), or another comparable prioritization system based on greatest need shall be used. All referral protocols for Assisted Units shall be developed in collaboration with the local Continuum of Care and implemented consistent with the Program Requirements.

31. Participation in Statewide HDIS/HMIS

Grantee shall support Continuum of Care participation in the statewide Homeless Data Integration System (“**HDIS**”). As required by and in accordance with state and federal law (including all applicable privacy law), Grantee shall further disclose relevant data to the local Homeless Management Information System (“**HMIS**”) and comparable data collection systems.

32. Affordability Covenant

- A. An Affordability Covenant shall be recorded against the Project real property in accordance with Section 208 of the NOFA and this Agreement. For Interim Housing Projects, the Department will prepare, and the Public Entity or Tribal Entity shall cause, a 30-year Affordability Covenant to be recorded against the Project real property.
- B. For Interim Housing Projects that will ultimately result in Permanent Housing, the Public Entity or Tribal Entity shall prepare and cause a 30-year Affordability Covenant to be recorded against the Project real property during the interim phase and upon conversion to permanent housing the public entity or tribal entity shall cause a 55-year affordability covenant.
- C. For Permanent Housing Projects, the Public Entity or Tribal Entity shall prepare and cause a 55-year Affordability Covenant to be recorded against the Project real property. For Permanent Housing Projects located on tribal trust land, a 50-year Affordability Covenant shall be recorded against the Project real property.
- D. The Affordability Covenant shall require integration of the Target Population within all entrances, common areas, and buildings that comprise the Project.
- E. The Affordability Covenant shall include occupancy and rent restrictions that maintain the Project’s accessibility to the Target Population over the full term of the Affordability Covenant.

EXHIBIT D

- F. All Affordability Covenants are subject to the advance written approval of the Department, and shall be acceptable to the Department in form, substance, and priority. Project-specific requirements and deadlines are set forth at Exhibit E of this Agreement.

33. Restrictions on Sales, Transfers, and Encumbrances

Grantee shall not, for the duration of this Agreement, sell, assign, transfer, or convey the Project, or any interest therein or portion thereof, without the express prior written approval of the Department.

34. Retention, Inspection, and Audit of Records

- A. Grantee is responsible for maintaining records which fully disclose the activities funded by the Grant. Grantee shall retain all records for a period of five (5) years after the expiration of this Agreement, unless a longer retention period is stipulated. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action.
- B. The Department, as well as its appointees, employees, agents, and delegates, shall have the right to review, obtain, and copy all records pertaining to performance under this Agreement. The U.S. Department of the Treasury and any authorized oversight body or representative, including, without limitation, the Treasury's Office of Inspector General, the Government Accountability Office, and the Pandemic Relief Accountability Committee, shall have the right of access to such records in order to conduct audits or other investigations. Grantee shall provide any relevant information requested, and shall permit access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other relevant material.
- 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 Project. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The audit shall be performed by a qualified state, local, independent, or Department auditor. Where an independent auditor is engaged, the audit services agreement shall include a clause which permits the Department to have access to the independent

EXHIBIT D

- auditor's relevant papers, records, and work product.
- D. If there are audit findings, the Grantee shall submit a detailed response to the Department for each audit finding. The Department will review the response. If the Department determines, in its sole and absolute discretion, that the response is satisfactory, the Department will conclude the audit process and notify the Grantee in writing. If the Department determines, in its sole and absolute discretion, that the response is not satisfactory, the Department will contact the Grantee, in writing, and explain the action required to cure any audit deficiencies. Such action could include the repayment of ineligible costs or other remediation.
- E. If so directed by the Department upon the termination or expiration of this Agreement, the Grantee shall deliver all records, accounts, documentation, and other materials that are relevant to this Agreement to the Department as depository.

35. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Project to determine whether it meets the Program Requirements. If the Department reasonably determines that the site is not acceptable for the Project in accordance with] the Program Requirements, the Department reserves the right to rescind the award and the Grant. Nothing in this paragraph is intended to create or imply any obligation of the Department to inspect the Project.

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

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the Homekey program.
- B. Grantee shall comply with the requirements of 24 CFR 570.480 et seq., the Housing and Urban Development (HUD) 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 2400, Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT D

37. Updated Information

If there is any change in the information that has been provided to the Department, Grantee shall promptly provide the Department with updated documentation (e.g., updated sources and uses). All changes shall be subject to Department approval. In addition, Grantee shall promptly notify the Department, in writing, of any changes in Grantee or Co-Grantee organization, authorization, or capacity.

38. Survival of Obligations

The obligations of the Grantee, as set forth in this Agreement, shall survive the termination or expiration of this Agreement.

39. Litigation

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 shall take such action with respect to the claim or action as is consistent with the terms of this Agreement, the Program Requirements, the interests of the Department, and the objectives of the Homekey Program.

40. Entire Agreement; Severability

This Agreement constitutes the entire agreement between the Grantee and the Department. All prior representations, statements, negotiations, and undertakings with regard to the subject matter hereof are superseded hereby. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

41. Modification or Waiver under AB 1010

The Department reserves the right to waive or modify any requirement under this Agreement, or any Program Requirement, as authorized by and in accordance with Assembly Bill No. 1010 (Chapter 660, Statutes of 2019) ("**AB 1010**"), which is codified

EXHIBIT D

at Health and Safety Code section 50406, subdivision (p).

42. Waivers

No waiver of any breach, violation, or default under this Agreement shall be held to be a waiver of any other or subsequent breach or violation thereof or default thereunder. The Department's failure, at any time, to enforce the provisions of this Agreement or to require the Grantee's performance under this Agreement shall in no way be construed as a waiver of such provisions or performance, and it shall not affect the validity of this Agreement or the Department's right to enforce this Agreement.

43. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This Agreement is subject to the administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities, which are set forth at 2 Code of Federal Regulations part 200.

- A. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- B. Debarred contractors: It certifies that neither the Applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the Homekey program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the Applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the Homekey program under the provisions of [24 CFR Part 24](#).

Single Audit Requirements: Grantee is responsible for complying, as necessary, with the Single Audit Act and its implementing regulation at 2 Code of Federal Regulations part 200, subpart F regarding audit requirements.

EXHIBIT D

44. Disputes

In the event of any conflict between this Agreement and any Grantee documents or side agreements, this Agreement and the Program Requirements shall prevail, are applicable, and shall be enforceable by the Department even if the Department provided review or approval of such documents and side agreements.

45. Consent

The parties agree that wherever the consent or approval of the Department or Grantee is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless the same is specified as being in that party's sole and absolute discretion, or other words of similar import.

46. Grantee Liability

Grantee shall remain liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest, or of any designation of a third party for the undertaking of all or any part of the Scope of Work. Likewise, each Co-Grantee shall remain jointly and severally liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest; any designation of a third party for the undertaking of all or any part of the Scope of Work; or the Co-Grantees' identification of a Designated Payee.

47. Defense and Indemnification

Grantee agrees to defend, indemnify, and hold harmless the Department, and its appointees, agents, employees, and officers, from any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees), which may arise in connection with Grantee's use of the Grant funds and performance under this Agreement. If any attorney, including the California Attorney General, is engaged by the Department to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Grantee shall, individually or jointly, pay to the Department, immediately upon demand, the amount of all attorneys' fees and costs incurred by the Department in connection therewith.

48. Time Is of the Essence

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT D

Time is of the essence under this Agreement, and in the performance of every term, covenant, and obligation contained herein.

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT E

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

1. PROJECT-SPECIFIC PROVISIONS

Project Name: Gravenstein Commons

Address: 845 Gravenstein Highway North, Sebastopol, CA 95472

Assessor Parcel Numbers (APNs): 060-261-030-000

A. Permanent Housing – Award, Disbursement, and Eligible Use(s)

Grantee received Homekey Program award letter on February 21st, 2024 (the “**Award Date**”). Pursuant to that award letter, the Grantee is receiving Homekey Grant funds in the amount of \$6,449,235.00 (the “**Award**”). The Payee of these funds is The Society of St. Vincent de Paul District Council of Sonoma County, Incorporated. 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) \$5,755,520: Acquisition of vacant land and new construction to provide Permanent Housing for the Target Population
- 2) \$671,215: Capitalization of an operating subsidy for the Assisted Units
- 3) \$22,500: Relocation costs for individuals who are being displaced because of the Homekey project. This amount represents one-half of the relocation cost per unit. The Grantee is responsible for paying the balance of all relocation costs necessitated by the Project.

EXHIBIT E

The Homekey Award is comprised of:

Total Award	\$6,449,235.00
Capital Award	\$5,778,020
Acquisition	\$0.00
Rehabilitation	\$0.00
Master Leasing	\$0.00
New Construction	\$5,755,520.00
Affordability Covenants	\$0.00
Relocation	\$22,500.00
Operating Award	\$671,215.00

B. Unit Mix

# of Bedrooms	Total Homekey Units	Homekey-funded Manager Units	Homekey - Assisted Units	AMI Income Limit	Target Population or Subpopulation Restriction [At-Risk of Homelessness; Homeless; Homeless Youth or Youth At-Risk of Homelessness; Chronically Homeless]
0 (Studio)	21	0	21	30%	Chronically Homeless
0 (Studio)	1	1	0	n/a	n/a
Totals:	22	1	21		

Grantee must use referrals to the Homekey Assisted Units through the local Coordinated Entry System (CES) or comparable prioritization system based on greatest need. All referral protocols for Homekey Assisted Units must be developed in collaboration with the local CoC and implementation consistent with the requirements set forth in the Homekey NOFA.

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT E

C. **Project Narrative**

- 1) Gravenstein Commons is a 22-unit new wood frame construction project with 21 studio units, and one studio manager's unit. The project site is currently a vacant lot on level land. The project will consist of three 1-story buildings that include a common area at the center of the site, a secure bicycle storage area, and electric car charging station. The project site is located within ½ mile of a public transit, within ½ mile radius of a full-scale grocery store, within a 2 mile radius of a hospital/medical clinic, within a 2 mile radius of a library, within 1 mile radius of a pharmacy, and within 1 mile radius of a public park. The project will serve 21 chronically homeless individuals, and will provide permanent housing for households with incomes equal to or less than 30% area median income. Four of the units will exceed Federal and State disability requirements for persons with mobility disabilities; and 3 units will include features accessible to people with hearing or vision disabilities. Each unit will include a kitchenette and a bedroom/living area. All units will be outfitted with a stove/oven, refrigerator, microwave, and hot water heater. All units will be furnished with bed, dresser, table/desk, and chair. An onsite community room will provide private space for residents to meet with health care providers, case management staff, and other community partners providing services.

D. **Scope of Work**

- 1) **Construction and Rehabilitation Detail:**

The grantee will begin new construction on a single story, wood framed, 22-unit structure that is located on a vacant lot that is already owned in fee by the Applicant. Upon notice to proceed, the new construction development plan will begin with submittals and approvals for windows, architectural finishes, mechanical & plumbing, electrical, fire sprinkler, encroachment permit, and fire alarm. Construction will then continue with site preparation, grading, mobilization, civil/electrical underground, foundations, structural framing/trusses, roofing, PV Installation, interior framing, MEP rough-in, insulation & drywall, painting finishes, flooring finishes, MEP trim-out, architectural finishes, GC inspection and punchout,

EXHIBIT E

parking lot base installation, parking lot lighting, asphalt installation, striping/signage, final grading & landscaping, and then final punchout. A detailed construction scheduled was submitted in the Development Plan within the Project's Homekey Round 3 Application.

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

Grantee shall insure that a case manager ratio for this project will be maintained at 1:10.5 for the Chronically Homeless population. Grantee will manage the property and coordinate with St. Vincent de Paul Sonoma County to provide the 21 Chronically Homeless households with services including: case management, peer support activities, substance use services, behavioral health services, and assistance obtaining benefits & essential documentation. Physical health services will be coordinated through Sebastopol Urgent Care, Providence Health, and Santa Rosa Community Health. Education & employment services will be coordinated with Santa Rosa Junior College and JobLink Santa Rosa. Other services such as housing retention skills, legal assistance, family connection services, will be coordinated through Legal Aid Sonoma County.

E. **Grantee Contract Coordinator**

Authorized Representative Name:	Jack Tibbetts
Authorized Representative Title:	Executive Director
Entity Name:	The Society of St. Vincent de Paul District Council of Sonoma County, Incorporated
Address:	5671 Redwood Drive Rohnert Park, CA 94928
Telephone No.:	(707) 495-7438
E-Mail Address:	jtibbetts@svdp-sonoma.org

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT E

Authorized Representative Name:	Diana Rich
Authorized Representative Title:	Mayor
Entity Name:	City of Sebastopol
Address:	7120 Bodega Avenue Sebastopol, CA 95472
Telephone No.:	(707) 823-6167
E-Mail Address:	DianaRich@cityofsebastopol.org

F. Additional Conditions Precedent to Disbursement

- 1) Precedent to disbursement of funds, Applicant shall submit documentation that verifies completion of the recommendations of the Environmental Site Assessment of a surficial soil quality assessment to test for the presence of agricultural chemicals and related metals from past cultivation.
- 2) Precedent to disbursement of funds, the Department must review and approve a relocation plan in accordance with subparagraph F of paragraph 2 Special Terms and Conditions below.

G. Budget Detail

- 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) Homekey Award Letter dated February 21st, 2024, for a funding commitment of \$6,449,235.00 for new construction, relocation costs, and operating expenses.
 - b) Kenneth C. Martin letter dated December 6th, 2021, in the amount of \$720,000.00 for land acquisition.

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT E

- c) William G. Irwin Charity Foundation notice dated May 25th, 2023, in the amount of \$100,000.00 to be used for land acquisition.
 - d) The Society of St. Vincent de Paul District Council of Sonoma County, Incorporated Letter dated July 5th, 2023, committing \$80,000.00 of private philanthropic donation funds to be used for land acquisition.
 - e) The Society of St. Vincent de Paul District Council of Sonoma County, Incorporated commitment letter dated 01/09/2024 for Construction in the amount of \$525,000.00 included in Homekey Round 3 Application.
- 2) Grantee shall maintain the ongoing affordability of the Project by leveraging the following non-Homekey sources of rental or operating subsidies:
- a) The Society of St. Vincent de Paul District Council of Sonoma County, Incorporated Resolution dated 12/04/2023 for \$1,257,407.00 for Operating Subsidies.
 - b) The Society of St. Vincent de Paul District Council of Sonoma County, Incorporated Resolution dated 1/05/2024 for \$253,000 to cover a gap in this project's required debt service and replacement reserves.
 - c) An Intent to pursue funding letter dated 07/26/2024 to Sonoma County Homeless Program Grants funding in the amount of \$3,579,583.00.
 - d) An intent to pursue funding letter dated 07/26/2024 to Sonoma County Project Based Vouchers in the amount of \$1,572,480.00.

H. **Performance Milestones**

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT E

Performance Milestones	Milestone Completion Date
Project escrow must be closed and Capital funds must be fully expended.	September 21 st , 2025 (This date includes a 7-month extension requested by the Grantee and approved by the Department)
Homekey-funded operating funds must be fully expended.	June 30 th , 2026
All Acquisition, Construction and/or Rehabilitation of the Homekey Project must be completed.	February 21 st , 2025
Full occupancy by the Target Population must be accomplished in accordance with the descriptions and representations set forth in the Application.	May 21 st , 2025
A copy of Grantee's written nondiscrimination policy (in accordance with <u>Exhibit D</u> of this Agreement) must be submitted to the Department.	October 21 st , 2024
A Department-approved Affordability Covenant must be recorded against the Project real property after the Departments approval to record, and as specified and described in the NOFA and this Agreement.	90 days from Standard Agreement execution *But not before Department approval
A copy of the Notice of Exemption from the California Environmental Quality Act (CEQA) filed with the Office of Planning and Research (OPR) as applicable.	October 21 st , 2024

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
Prep. Date: 03/04/2024
Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT E

Performance Milestones	Milestone Completion Date
A Homekey Program and Expenditure Report must be submitted to the Department as specified and described in the NOFA.	January 31 – Each year for five (5) years following the Effective Date of this Agreement.

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**

- 1) The state, regional, local, or tribal Grantee shall ensure that the Project is duly encumbered with a 55-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.
- 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

Homekey Program – Round 3 (Homekey)
NOFA Date: 03/29/2023, as amended 11/15/2023
Project Name: Gravenstein Commons
Approved Date: 11/21/2023
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Unique Entity Identifier(s): S5L7QDYL5XF1, HWZEJQBETEJ7

EXHIBIT E

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

- B. Grantee has committed to serve specific sub-populations as per NOFA Section 304, Application Scoring Criteria (3)(a). Grantee shall ensure that 100 percent of the Project's Assisted Units are restricted to occupancy by households experiencing Chronic Homelessness.
- C. Grantee has committed to a 55-year use restriction for the Project and has waived any potential accommodation by the Department to increase income limits, as per NOFA Section 304, Application Scoring Criteria, (3)(c), for 100 percent of the Assisted Units.
- D. Grantee has committed to the following accessibility details for the Project, as per NOFA Section 304, Application Scoring Criteria, (3)(d), the Project will exceed the state and federal accessibility requirements set forth in the NOFA. At least 15 percent of the Project's Assisted Units must have features accessible to persons with mobility disabilities. At least 10 percent of the Project's units must have features accessible to persons with hearing or vision disabilities.
- E. **Supportive Services Plans** required by HCD must be received by HCD no later than 90 days prior to occupancy.
- F. **Relocation Law Compliance**
 - 1) Prior to the disbursement of funding under this agreement, the Grantee must develop a written plan to provide all relocation benefits and assistance due to Sonoma Applied Village Services, the displaced former occupant of the Project Site, as required and in the manner prescribed by Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.), 24 CFR Part 42, 49 CFR Part 24, and 42 U.S.C. § 5304(d).

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

2020 W. El Camino Avenue, Suite 670, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
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February 21, 2024

Kari Svanstrom, Planning Director
City of Sebastopol
7120 Bodega Avenue
Sebastopol, CA 95472

Jack Tibbetts, Executive Director
The Society of St. Vincent De Paul District Council of Sonoma County, Incorporated
5671 Redwood Drive
Rohnert Park, CA 94928

Dear Kari Svanstrom and Jack Tibbetts:

**RE: Conditional Award Commitment and Acceptance of Terms and Conditions
Homekey Program, Round 3 Notice of Funding Availability, Fiscal Year 2023/2024
City of Sebastopol, and The Society of St. Vincent De Paul District Council of Sonoma
County, Incorporated – *Gravenstein Commons*
Contract No. 23-HK-18189**

The California Department of Housing and Community Development ("Department" or "HCD") issued a Homekey Program, Round 3 Notice of Funding Availability ("NOFA") on March 29, 2023, and as amended on November 15, 2023. The Department is now pleased to inform you of this conditional award to City of Sebastopol, and The Society of St. Vincent De Paul District Council of Sonoma County, Incorporated ("Awardees"). This conditional award is a grant in the amount of \$6,449,235 (the "Conditional Award") for the above-referenced project (the "Project") and includes the following:

Program	Award Amount	Contract Number
Capital Award	\$5,778,020	23-HK-18189
Operating Award	\$671,215	23-HK-18189

This Homekey Program Round 3 NOFA award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the public award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases.

The Conditional Award is based on and subject to the Applicant Representations and the Terms and Conditions of Conditional Award, both as further specified and described in this notice of the Conditional Award (the "Conditional Award Commitment"). This Conditional Award may only be accepted by timely delivery of a fully executed Acceptance of Terms and

Conditions of Conditional Award form to the Department (an execution copy of this form is enclosed herein).

I. Applicant Representations – Basis of Conditional Award

In response to the above mentioned NOFA, the Awardee(s) submitted an application for grant funding of the Project (that application, and all communications and documentation submitted to the Department in support thereof, the “**Application**”).

The Department is making this Conditional Award to the Awardee(s) on the basis of, and in reliance upon, the representations, warranties, projections, and descriptions that the Awardee(s) submitted as part of the Application (the “**Applicant Representations**”).

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

II. Terms and Conditions of Conditional Award

TIME IS OF THE ESSENCE IN THE SATISFACTION OF THESE TERMS AND CONDITIONS OF CONDITIONAL AWARD.

The Department may rescind this Conditional Award if any of the terms and conditions enumerated in this Section II (the “**Terms and Conditions of Conditional Award**”) are not timely satisfied. The Terms and Conditions of this Conditional Award and their corresponding timelines are described below.

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

All timelines shall be calculated in calendar days. Any deadline falling on a weekend or State of California holiday shall be extended to the next business day.

A. Timely Execution of Acceptance of Terms and Conditions of Conditional Award Form

The Awardee(s) shall execute and deliver a copy of the enclosed Acceptance of Terms and Conditions of Conditional Award to the Department within ten (10) calendar days of the date of this Conditional Award Commitment. The Department will deem this condition to be unsatisfied if it receives an executed Acceptance of Terms and Conditions of Conditional Award that has been substantively modified,

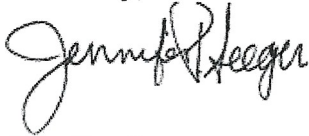
altered, or amended in any way. The signed Acceptance of Terms and Conditions of Conditional Award form must be submitted to ProgramHomekey@hcd.ca.gov.

III. Delivery of Standard Agreement

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

Congratulations on your successful Application. For further information, please contact Connor Leahy, Homekey Manager, Program Design and Implementation Branch, at (916) 820-1207 or Connor.Leahy@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Seeger". The signature is fluid and cursive, with the first name "Jennifer" written in a larger, more prominent script than the last name "Seeger".

Jennifer Seeger
Deputy Director
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award form

California Department of Housing and Community Development
Homekey Program, NOFA, Round 3,
Acceptance of Terms and Conditions of Conditional Award

City of Sebastopol, and The Society of St. Vincent De Paul District Council of Sonoma County, Incorporated ("**Awardees**")
Gravenstein Commons ("**Project**")

Homekey Program NOFA award totaling \$6,449,235 ("**Conditional Award**"), as detailed below:

Program	Award Amount	Contract Number
Capital Award	\$5,778,020	23-HK-18189
Operating Award	\$671,215	23-HK-18189

By signing this Acceptance of Terms and Conditions of Conditional Award, the Awardee acknowledges having read and fully understood the terms and conditions of the Conditional Award Commitment, dated February 21, 2024, in connection with the Project.

This Homekey Program Round 3 NOFA award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the public award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases.

In addition, the Awardee acknowledges having read and fully understood all of the Department's requirements relative to the Conditional Award, and the Awardee agrees to abide by and comply with those requirements.

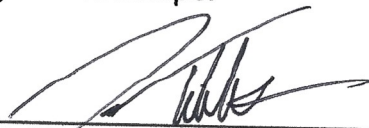
In addition, the Awardee acknowledges that it has reviewed and verified the accuracy of the project report prepared by the Department on February 8, 2024 for the Project.



Kari Svanstrom, Planning Director
City of Sebastopol

3/1/2024

Date



Jack Tibbetts, Executive Director
The Society of St. Vincent De Paul District Council of Sonoma County, Incorporated

3/1/24

Date

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

- ☐ Authorized Representatives Verified
- ☐ All Parties Signed

Date Received: _____

RESOLUTION NUMBER: 6598-2024
(CORRECTING RESOLUTION NUMBER 6533-2023)

CITY OF SEBASTOPOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING A JOINT APPLICATION WITH ST VINCENT DE PAUL FOR A PROJECT HOMEKEY GRANT APPLICATION FOR 845 GRAVENSTEIN HIGHWAY NORTH AND FINDING THE PROJECT EXEMPT UNDER CEQA SECTION 15332, CLASS 32

WHEREAS, the City Council held a duly noticed public meeting to consider the item on May 16, 2023, and heard public comment, and adopted Resolution 6533-2023 authorizing certain actions related to Project Homekey application by the City of Sebastopol ("City") and St Vincent de Paul ("Co-Applicant"); and,

WHEREAS, the Department of Housing and Community Development notified the City of certain amendments required to the language in Resolution 6533-2023, which authorized the application for Project Homekey Round 3 funding; and,

WHEREAS, these corrections include the following:

1. Paragraph 3 of Resolution 6533-2023 , incorrectly states the date of the Project Homekey Round 3 Notice of Funding Availability (NOFA) as September 9, 2021, and
2. Paragraph 3 of Resolution Number 6533-2023 incorrectly omits the reference to "Round 3" of Project Homekey, and
3. Paragraph 4 of Resolution Number 6533-2023 omits the reference to the City of Sebastopol as "City" for future references, and identifies St Vincent de Paul as "Corporation" but omits the identification of St Vincent de Paul as "Co-Applicant", as required by the California Department of Housing and Community Development ("HCD"); and
4. Adopted Item 4 of Resolution Number 6533-2023 incorrectly identifies the City Manager as the authorized signatory for documents related to the Project Homekey program; and
5. Adopted Item 4 of Resolution Number 6533-2023 did not identify City Manager as an authorized applicant, as required by HCD regulations. And,

WHEREAS, the City Council held a duly noticed public meeting to consider the item on June 16, 2024 to correct certain terms of said Resolution 6533-2023, and heard public comment.

NOW THEREFORE BE IT RESOLVED, that the City of Sebastopol City Council based on the foregoing finds and determines it advisable to amend Resolution 6533-2023 to correctly state the above amendments as follows:

1. Paragraph 3 of Resolution 6533-2023, is hereby amended to specify Project Homekey Round 3 Notice of Funding Availability (NOFA) of March 29, 2023; and
2. Paragraph 3 of Resolution Number 6533-2023 is hereby amended to add the reference to "Round 3" of Project Homekey, and
3. Paragraph 4 of Resolution Number 6533-2023 is hereby amended to add the reference to the City of Sebastopol as "City" for future references, and identify St Vincent de Paul as "Co-Applicant", as required by the California Department of Housing and Community Development ("HCD"), and

amends references throughout the Resolution to identify the City and Co-Applicant as such; and

4. Adopted Item 4 of Resolution Number 6533-2023 is hereby amended to identify the Mayor as the authorized signatory for documents related to the Project Homekey program; and
5. Adopted Item 4 of Resolution Number 6533-2023 is hereby amended to add the City Manager as an authorized applicant in addition to the Planning Director, as required by HCD regulations.

BE IT FURTHER RESOLVED, that the City of Sebastopol City Council based on the foregoing, the City Council of the City of hereby adopts the Corrected Resolution 6533-2023 to read as follows, with new language underlined:

WHEREAS, the City of Sebastopol completed a comprehensive General Plan update with adoption of a new General Plan on November 15, 2016, and adopted an Updated Housing Element on January 3, 2023; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA, codified at Public Resources Code § 21000 *et seq.*) and the State CEQA Guidelines (14 CCR, § 15000 *et seq.*), on November 15, 2016, the City Council certified and adopted an Environmental Impact Report (EIR) for the Sebastopol General Plan (the "Project"; State Clearinghouse No. 2016032001); and

WHEREAS, The Department of Housing and Community Development ("Department") has issued a Notice of Funding Availability, dated March 29, 2023 ("NOFA"), for the Homekey Program "Round 3" ("Homekey" or "Program"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assem. Bill No. 140 (2021-2022 Reg. Sess.), § 20.); And,

WHEREAS, the City of Sebastopol, a Municipal Corporation ("City") desires to jointly apply for Homekey grant funds with The Society of St. Vincent de Paul District Council of Sonoma, Incorporated ("Corporation" and "Co-Applicant"). Therefore, Co-Applicant is joining the City in the submittal of an application for Homekey funds ("Application") to the Department for review and consideration.; And,

WHEREAS, The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("Standard Agreement"), and all other legal requirements of the Homekey Program.; And,

WHEREAS, St Vincent de Paul District Council of Sonoma County, Incorporated, a 501(c)3 non-profit organization (the "Co-Applicant"), has approached the City of Sebastopol with a request to jointly apply for State of California Housing and Community Development Grant funding under the Project Homekey, Round 3 grant program; and,

WHEREAS, St Vincent de Paul proposes to apply for Project Homekey Round 3 funding to construct twenty-two (22) to construct twenty-two units of extremely low-income housing at 845 Gravenstein Highway; and

WHEREAS, St Vincent de Paul will be responsible for the construction and operation of the Project, including all costs associated with City staff assistance, the physical development and on-going operations; and

WHEREAS, this grant program requires a Public Entity to be an applicant jointly with a non-profit organization to be eligible for the funding; and

WHEREAS, the Project is also consistent with the CG: General Commercial District and applicable development standards of the Zoning Ordinance, in that permanent affordable housing is permitted in the CG: General Commercial District, and will comply with the applicable development standards.; And,

WHEREAS, the Project is consistent with the General Plan Land Use designation of the General Commercial in that it involves construction of affordable housing adjacent to other residential uses. The Project is further consistent with the following General Plan Goals, Policies and Actions:

Policy A-3 Encourage a variety of housing types such as multi-family units, mixed use housing, ADU and JADUs, single-family attached (townhouses), and other typologies that make housing more affordable.

Policy A-4 Promote the development of new housing units affordable to extremely low, very low-, low-, and moderate-income households and housing units that are affordable to and appropriate for special needs households, including seniors, extremely low-income households, disabled persons, developmentally disabled persons, farmworkers, large families, and persons experiencing homelessness.

Policy D-1 To ensure all residents have access to adequate housing, the City will work to promote and affirmatively further fair housing opportunities throughout the community for all persons regardless of age, race, gender, sexual orientation, marital or familial status, ethnic background, disability, medical condition, or characteristics protected by the California Fair Employment and Housing Act, and any other State and Federal fair housing and planning law.

Policy D-2 The City will encourage long-term and permanent affordability of lower and moderate-income and special needs housing.

Policy D-3 The City will continue to educate the community about fair and affordable housing.

Policy D-4 The City will continue efforts to improve housing opportunities for special needs households, including seniors, disabled persons, developmentally disabled persons, extremely low-income households, farmworkers, large families, and persons experiencing homelessness.; And,

WHEREAS, the Proposed Project to construct affordable housing at 845 Gravenstein Highway North is consistent with the following City Council Goals:

Goal 5: Provide Open and Responsive Municipal Government Leadership

5.3.3. Encourage and increase public awareness of City Policies, decisions, programs and all public processes and meetings, by investigating effective methods of communication and obtaining feedback from the community.; And,

WHEREAS, the construction of 22 units of permanent affordable housing at 845 Gravenstein Highway North is categorically exempt from the requirements of the California Environmental Quality Act, pursuant to Section 15332, Class 32, in that it complies with the General Plan land use designation of General Commercial and the applicable goals and policies of the Land Use Element and Community Identity Element, as contained in this staff report and the proposed Resolution.

The project is also consistent with the CG: General Commercial District and applicable development standards of the Zoning Ordinance, in that permanent affordable housing is permitted in the CG: General Commercial District. Furthermore, the lot is substantially less than five (5) acres; located within City limits; generally surrounded by urban uses; and does not have any identified endangered or rare species. Finally, the site is in an urbanized area, which can be served by required utilities and public services, and the project would not result in significant traffic, noise, air quality, or water quality impacts in that it only involves one modest-sized building, and both traffic and air quality studies determined that the project would not create any significant impacts; utility service can be readily provided; and the project is subject to standard requirements to protect water quality.

WHEREAS, the City Council held a duly noticed public meeting to consider the item on May 16, 2023, and heard public comment.

BE IT FURTHER RESOLVED, that the City of Sebastopol City Council based on the foregoing, the City Council of the City of hereby further re-affirms the following adopted actions of Resolution 6533-2023:

1. Co-Applicant is hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, and to jointly apply for Homekey grant funds in a total amount not to exceed \$15 million.
2. If the Application is approved, Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed \$22 million, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "Homekey Documents").
3. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.
4. The Mayor of the City of Sebastopol is hereby authorized to execute any documents related to Project Homekey Documents on behalf of the City for participation in the Homekey Program, and the City Manager or Planning Director of the City of Sebastopol, is hereby authorized to submit, individually, grant Application documents.

This resolution supplements, amends, and corrects the original resolution No. 6533-2023 only to the extent necessary to correctly state the above corrections and except to the extent specifically amended by this Resolution, the original resolution 6533-2023 shall remain in full force and effect.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 18th day of June 2024.

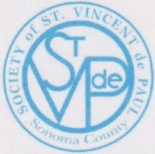
VOTE:

Ayes: Councilmembers Hinton, Maurer and Mayor Rich
Noes: Councilmember McLewis and Vice Mayor Zollman
Abstain: None
Absent: None

APPROVED: 
24BD41281D2748E
Mayor Diana Gardner Rich

ATTEST: 
44C0774260FE430
Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: 
A59222B08CEC477
Larry McLaughlin, City Attorney



The Society of St. Vincent de Paul
District Council of Sonoma County, Inc.

Neighbors helping neighbors across Sonoma County ♦ Serving the poor regardless of race, creed, or origin since 1958

♦ An independent non-profit organization founded in 1833 by Blessed Fredric Ozanam

A RESOLUTION OF THE GOVERNING BODY OF

**The Society of St. Vincent de Paul District Council of Sonoma County,
Inc.**

RESOLUTION NO. 202305-9

AUTHORIZING JOINT APPLICATION TO AND PARTICIPATION IN THE HOMEKEY PROGRAM, APPROVING THE AUTHORIZED SIGNATORIES TO INCLUDE THE EXECUTIVE DIRECTOR, PRESIDENT, AND VICE-PRESIDENT; TO SUBMIT A JOINT APPLICATION WITH THE CITY OF SEBASTOPOL TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, FOR AN AMOUNT NOT TO EXCEED \$15 MILLION; AND TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXPEND UP TO \$100,000 IN THE FORM OF GRANT FUNDING TO THE CITY OF SEBASTOPOL FOR NECESSARY STAFF SUPPORT.

WHEREAS:

- A. The Department of Housing and Community Development ("**Department**") has issued a Notice of Funding Availability, dated April 27th, 2021 ("**NOFA**"), for the Homekey Program ("**Homekey**" or "**Program**"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assem. Bill No. 140 (2021-2022 Reg. Sess.), § 20.).
- B. The Society of St. Vincent de Paul District Council of Sonoma County, Inc. ("**Corporation**"). desires to jointly apply for Homekey grant funds with the City of Sebastopol ("**Co-Applicant**"). Therefore, Corporation is joining Co-Applicant in the submittal of an application for Homekey funds ("**Application**") to the Department for review and consideration.
- C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("**Standard Agreement**"), and all other legal requirements of the Homekey Program.

THEREFORE, IT IS RESOLVED THAT:

- 1. The Board of Directors of the Corporation do hereby acknowledge, approve, and accept that, on June 1st, 2023, staff submitted an Application on behalf

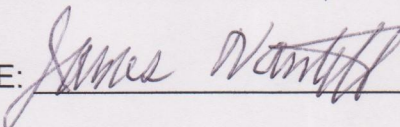
of Corporation, jointly with the Co-Applicant, to the Department for the property located at 845 N Gravenstein Highway, Sebastopol, California.

2. If the Application is approved, Corporation is hereby authorized and directed to enter-into, execute, and deliver a Standard Agreement, in a total amount not to exceed \$15 million, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department, and to participate in the Homekey program, and all amendments thereto ("collectively, the Homekey Documents") for the property located at 845 N Gravenstein Highway, Sebastopol, California.
3. Corporation acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.
- 4.a The President of the Board of Directors (James Nantell), Vice-President (Ronald Plasse), and the Executive Director (Harrison "Jack" Tibbetts) are authorized to execute the Homekey Documents on behalf of Corporation.
5. If the application is approved, the Board of Directors further approves the expenditure of up to \$100,000 of the corporation's unrestricted funds in the form of grant funding, provided to the City of Sebastopol, to aid the City of Sebastopol's Planning Department with the necessary staff to monitor the Homekey project, located at 845 N Gravenstein Highway, Sebastopol, California, and conduct the necessary reporting to HCD, as stipulated in the Standard Agreement.

PASSED AND ADOPTED this 11th day of May, 2023, by the following vote:

AYES: **[15]** NAYES: **[0]** ABSTAIN: **[0]** ABSENT: **[3]**

The undersigned, **James Nantell, President** of Corporation, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE:  DATE: 5/11/2023

NAME: James Nantell TITLE: President



July 23, 2024

Don Schwartz | City Manager
City of Sebastopol | 7120 Bodega Avenue | Sebastopol, CA 95472
Email: dschwartz@cityofsebastopol.gov

Jack Tibbetts | Executive Director
St. Vincent de Paul- Sonoma County | 5671 Redwood Drive | Rohnert Park, CA 94928
Email: jtibbetts18@gmail.com

Project Description

Provide contract staff to support the City of Sebastopol's administration needs on Gravenstein Commons Homekey Project. The Scope of Services is provided to show a list of activities that the City is responsible for tracking or reporting out on as a co-applicant in the Homekey Application and Standard Agreement. Development Activities related to this scope of service are the responsibility of St. Vincent de Paul and their consultant teams and are not included in this contract.

Scope of Services

1. General Project Coordination

- a. Coordinate City related due diligence, track and report out on Program Requirements
 - i. AB140, MHP statutory, NOFA, MHP Guidelines, ARPA, Award Letter.
 - ii. Track compliance of Racial Equity Strategies in Homekey Application.
 - iii. Track certification of non-application of relocation.
- b. Evaluate and coordinate with Co-applicant Homekey General Terms and Conditions / Project Specific Provisions.
- c. Coordination of City side support of ongoing project activities with Co-Applicant- SVdP and project consultants (NIC):
 - i. Conditions of Disbursement
 - ii. Appraisals
 - iii. Compliance with Prevailing Wage Law
 - iv. Insurance per NOFA
 - v. Operating Funds (5) years per agreement
 - vi. PSH vouchers/ Horizon Shine Residents – coordinated entry
- d. Archive all project records and maintain master project files for the City of Sebastopol.



2. Legal and regulatory agreements with SVdP

- a. Review legal components in place or manage procurement of legal agreements for SVdP's first position regarding breach of contract
- b. Monitor Project Agreement between SVdP and the City

3. Coordinate Execution of the Standard Agreement

4. Track Performance Milestones (metrics of progress) and other regulatory liabilities

- a. Assist City Manager with Planning & Permitting Expediting tracking and coordination
- b. Present Master Development Schedule for City Manager use
- c. Manage reporting of Performance Milestones
- d. Manage/assist progress reports as required
- e. Manage/assist requests for milestone extensions
- f. Ongoing HCD reporting per Standard Agreement
- g. Prepare and present staff reports to Council as needed

Compensation Schedule

Compensation for services described above shall be billed at \$150 hourly per approved scope of services. Additional services shall be approved prior to performance as needed.

Jack Tibbetts
Jack Tibbetts (Cell No. 824 850 8181)
Jack Tibbetts | Executive Director

Don Schwartz
Don Schwartz (Cell No. 224 15 22 101)
Don Schwartz | City Manager