

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. **Authority**

The State of California established the Tribal Homeless Housing, Assistance and Prevention Program ("Tribal HHAP"), pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of subdivision 31 of the Health and Safety Code (HSC), and as amended by AB 140 (Ch. 111, Sec. 4, Statutes of 2021) effective July 19, 2021, and further amended by AB 129 (Chapter 40, Statutes of 2023), effective July 10, 2023. In 2024, the Homeless Housing, Assistance and Prevention Program ("HHAP") administration was transferred to the California Department of Housing and Community Development ("Department" or "HCD") in the Business, Consumer Services and Housing Agency (Agency), pursuant to AB 166 (Chapter 48 Statutes of 2024). The Tribal HHAP Round 4 Program provides up to \$28.5 million in flexible grant funding to Federally Recognized Tribes located in California (or California Federally Recognized Tribes) for purposes of preventing and ending homelessness in their communities derived from the HHAP Round 6 base allocation, pursuant to HSC section 50241 subdivision (a)(3) and through Tribal HHAP's Round 4 grant program at HSC section 50218.7 subdivision (a)(3).

This Standard Agreement/Tribal Disbursement Contract for Funds, along with all its exhibits (Agreement), is entered into by HCD and a California Federally Recognized Tribe (Grantee) under the authority of, and in furtherance of the purpose of, the Tribal HHAP Round 4 Program. For this Standard Agreement, Tribal HHAP Round 4 is synonymous with "Tribal HHAP" and refers to programs and Grantees under Health and Safety Code (HSC) sections 50239, et seq., including HSC section 50241 (a)(3). In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's application, and the requirements appearing in the statutory authority for the Tribal HHAP Program cited above.

2. **Purpose**

The general purpose of the Tribal HHAP Program is to provide flexible funding to California Federally Recognized Tribes to meet the unique needs of each community in their goals to prevent and end homelessness in culturally appropriate, meaningful ways. In accordance with the authority cited above, an application was created and submitted

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by the Grantee for Tribal HHAP Round 4 funds to be allocated for eligible uses as stated in Health and Safety Code section 50218.7.

3. **Definitions**

The following Tribal HHAP Program terms are defined in accordance with Health and Safety Code section 50230:

- (a) “Agency” means the Business, Consumer Services and Housing Agency.
- (b) “Department” means the California Department of Housing and Community Development.
- (c) “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- (d) “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- (e) “Homeless Management Information System” (HMIS) means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term HMIS also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations. Another comparable data collection system may be appropriate for specific projects or sub-populations including, but not limited to, domestic violence victims, veterans and youth.
- (f) “Homeless youth” means an unaccompanied youth between twelve (12) and twenty-four (24) years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434(a)(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.
- (g) “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all the core components listed therein.
- (h) “Indian Country” means the following:
 - (1) All land located in “Indian Country,” as defined by 18 U.S. Code (USC)

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- (2) All land within the limits of a Rancheria under the jurisdiction of the United States government;
 - (3) All land held in trust by the United States for an Indian tribe or individual; or
 - (4) All land that is held by an Indian tribe or individual, and that is subject to a *restriction by the United States against alienation.
- (i) "Jurisdiction" means a city, county, Continuum of Care, or tribe as defined in this section.
 - (j) "Native American Housing and Self Determination Act" "means the "Native American Housing and Self Determination Act" set forth at 25 U.S.C. Section 4101 et seq.
 - (k) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
 - (l) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.
 - (m) "Recipient" means a jurisdiction that receives funds from HCD for the purposes of the program.
 - (n) "Tribe" or "tribal applicant" means a California Federally Recognized Tribe pursuant to Section 4103 of Title 25 of the United States Code that is located in California.
 - (o) "Tribal HHAP" means Round 4 of the Tribal Homeless Housing, Assistance and Prevention Program funded through the Round 6 base allocation of the Homeless Housing, Assistance and Prevention Program, established pursuant to Health and Safety Code Section 50241 subdivision (a)(3).

Additional definitions for the purposes of the Tribal HHAP program:

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“Applicant” means a California Federally Recognized Tribe, pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

“Grantee” is a California Federally Recognized Tribe that receives grant funds from HCD for the purposes of the Tribal HHAP program. Grantee is synonymous with “Recipient.”

“Subrecipients” or “Subgrantees” are entities that receive subawards from “Recipients” or “Grantees” to carry out part of the Tribal HHAP Program.

“Expended” means all Tribal HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4. **Scope of Work**

- A. The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with HSC section 50241, subdivision (a)(3), and section 50243, and any other applicable laws.
- B. The Grantee shall expend funds on culturally appropriate and evidence-based programs that address and prevent homelessness. For examples of culturally appropriate eligible uses refer to the Tribal HHAP Round 4 NOFA. Eligible uses fall into one or more of the following categories:
 - 1) Permanent Housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites; per HSC 50243(e)(1).
 - 2) Homelessness Prevention Activities that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites.
 - 3) Interim Housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites.
 - 4) Non-housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites.
- C. In addition to the eligible uses described above, the Grantee’s expenditure of its entire allocation must also comply with the following:

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- 1) Not more than 7 percent of funds may be used for administrative costs incurred by the tribe to administer its program allocation. For purposes of this Agreement, “administrative costs” does not include staff or other costs directly related to implementing activities funded by the program allocation.

5. HCD Contract Coordinator

HCD’s Contract Coordinator for this Agreement is the Tribal Affairs Program Manager or the Program Manager’s designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the HCD Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by HCD’s Contract Coordinator.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	California Department of Housing and Community Development	
SECTION/UNIT:	Fair Housing and Tribal Affairs	
ADDRESS:	651 Bannon Street, Suite 400 Sacramento, CA, 95811	
CONTRACT COORDINATOR	Amy Lopez	
PHONE NUMBER:	(916) 890-8376	
EMAIL ADDRESS:	TribalHHAP@hcd.ca.gov or Amy.Lopez@hcd.ca.gov	

Grantee shall notify HCD within fifteen (15) days of a change to their contact person. All requests to update the Grantee information listed within this Agreement shall be emailed to the HCD Tribal HHAP general email box at TribalHHAP@hcd.ca.gov.

HCD reserves the right to change its representative and/or contact information at any time, with notice to the Grantee.

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6. **Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon execution by the Grantee and HCD (indicated by the signature provided by HCD in the lower left section of page one, Standard Agreement, STD. 213).
- B. This Agreement shall terminate on September 30, 2030.
- C. Grantee shall report on the activities funded pursuant this Agreement as required by HCD. This includes, but may not be limited to, annual program reports.
- D. Tribal HHAP Round 4 Program Grant funds shall be expended by June 30, 2029.
- E. Any funds not expended by June 30, 2029 shall revert to, and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50242 (m).

7. **Special Conditions**

HCD reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Tribal HHAP Program are achieved.

8. **No Waiver of Sovereign Immunity**

Terms in this document are not intended to be a waiver of sovereign immunity. Terms in this document shall not be deemed or considered a waiver of the sovereign immunity of the tribe, or any of its agencies, authorities, committees, commissions, boards, affiliates, entities, officials, or employees acting within their official or individual capacities.

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EXHIBIT B

BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. **Payee(s)**

Name: [Legal Grantee Name] Amount: \$[THHAP-4 Award Amount]

2. **Budget Detail & Changes**

- A. The Grantee agrees that Tribal HHAP Program funds shall be expended on uses to prevent and end homelessness in their communities. Such activities must be informed by a culturally responsive framework focused on preventing homelessness and moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.
- B. The Grantee shall expend the disbursement of Tribal HHAP funds on eligible activities as detailed in HSC section 50243(e), the Tribal HHAP Round 4 NOFA, and the Scope of Work in this agreement.

3. **General Conditions Prior to Disbursement**

The following forms are required prior to Tribal HHAP Program funds being released:

- STD 204 Payee Data Record or GovTIN form, as applicable (May have been submitted with application)
- A final budget that has been reviewed and approved by HCD, within the allocated amount per the Grantee's award or conditional award letter
- Signed and Executed STD 213 Standard Agreement

4. **Disbursement of Funds**

Tribal HHAP Program funds will be disbursed to the Grantee in one allocation for the proposed eligible uses, pending receipt, review, and approval of the items listed in section 3: General Conditions Prior to Disbursement of this Exhibit.

5. **Expenditure of Funds**

The Tribal HHAP Program funds must be spent in accordance with HSC section 50243(e), as described in [Exhibit A](#), Section 4 "Scope of Work".

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6. Ineligible Costs

- A. Tribal HHAP Program funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in HSC section 50236, subdivision (c).
- B. HCD reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use Tribal HHAP Program funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.
- C. An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to HCD by the Grantee.
- D. HCD, at its sole and absolute discretion, shall make the final determination regarding the permissibility of Tribal HHAP Program fund expenditures.
- E. A Grantee may not use Tribal HHAP funds to supplant existing local funds for homeless housing, assistance, or prevention. Tribal HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the Grantee and services or housing capacity will be lost as a result of these funds ending, Tribal HHAP funds may be used to maintain the service or program.
- F. Unless expressly approved by HCD in writing, pre-contract costs are not permitted for any program expenditures prior to this Agreement's date of execution.

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TRIBAL HHAP GENERAL TERMS AND CONDITIONS

1. **Termination and Sufficiency of Funds**

A. Termination of Agreement

HCD may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in [paragraph 6 of this Exhibit D](#); violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within thirty (30) days of HCD's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations, or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

2. **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D Section 13 \(Special Conditions – Grantees/Sub Grantee\)](#) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation. This clause shall not prevent Grantee from subcontracting for purposes of completing approved grant activities.

3. **Grantee's Application for Funds**

Pursuant to HSC section 50241(a)(3)(B), Grantee has submitted to HCD an application for the tribal allocation to develop local capacity to address its immediate homelessness challenges and/or support regional coordination.

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4. Modification or Waiver under AB 1010

The Department, upon submission by an Applicant or Recipient, 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 at Health and Safety Code section 50406, subdivision (p). Any special conditions that result from AB 1010 will be further described in Exhibit E of this Agreement. Recipient must be aware that AB 1010 cannot be used to modify or waive federal statutory or regulatory requirements.

5. Reporting/Audits

A. Reporting Requirements

- 1) Grantee is required to comply with the reporting requirements provided by HCD, as determined by HCD. Grantee shall provide annual reports, which will include fiscal and programmatic reporting for the entirety of the grant period.
- 2) Grantee is required to provide HCD or its agents with all data and outcomes that may inform an assessment of the funded project, as determined by HCD.
- 3) The required reports shall be submitted in a template provided by HCD by the deadline provided to Grantee.
- 4) HCD may require interim reports, if necessary, and will provide Grantee with thirty (30) days' notice.
- 5) If the Grantee fails to provide any such report, HCD may recapture any portion of the amount authorized by this Agreement with a fourteen (14) day written notification.

B. Auditing

HCD reserves the right to perform or cause to be performed a financial audit if HCD has cause to believe there has been a breach of this agreement. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Tribal HHAP Program administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall

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adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant, and the auditor shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- 2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.
- 3) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within ninety (90) days from the date of the audit finding report.

6. Inspection and Retention of Records

A. Record Inspection

HCD or its designee shall have the right to request to remotely obtain and review all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, and under tribal supervision, for the purpose of verifying compliance and progress of the Tribal HHAP Program commitments and this Agreement. HCD retains the right to impose a corrective action plan on the Grantee, should HCD identify noncompliance with grant requirements.

B. Record Retention

The Grantee further agrees to retain all records described in subparagraph A above for a minimum period of five (5) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and

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resolution of all issues which arise from it.

7. **Breach and Remedies**

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, Tribal HHAP Program funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

- 1) Bar the Grantee from applying for future Tribal HHAP Program funds.
- 2) Revoke any other existing Tribal HHAP award(s) to the Grantee.
- 3) Require the return of any unexpended Tribal HHAP Program funds disbursed under this Agreement.
- 4) Require repayment of Tribal HHAP Program funds disbursed and expended under this Agreement.
- 5) Require the immediate return to HCD of all funds derived from the use of Tribal HHAP Program funds.
- 6) HCD retains the right to impose a corrective action plan on the Grantee, should HCD identify noncompliance with grant requirements.

C. All remedies available to HCD are cumulative and not exclusive.

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

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8. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

9. **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Subgrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Notwithstanding the paragraph immediately above, Grantee may give tribal preference in carrying out the Tribal HHAP to the same extent it is permitted to give tribal preference in accordance with Section 101(k) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) and Section 7(b) of the Indian Self-Determination and Education Assistance Act with respect to employment and contracting under the Tribal HHAP. Grantee, where applicable, may also give tribal preference in carrying out the Tribal HHAP to the same extent it is permitted to give tribal preference under its Indian Housing Plan approved by the Department of Housing and Urban Development in accordance with Part 1000 of Title 24 of the Code of Federal Regulations in carrying out Tribal HHAP. For Projects located within Indian Country, Grantee may implement a tribal preference for tenancy, contracting

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and procurement.

10. **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws, as applicable. For instance, HSC section 50243, subdivision (k) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

11. **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of the State of California and, where applicable, NAHASDA, section 1000.4, that it and its subrecipients will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and implementing regulations under Part 2429 of Title 2 of the Code of Federal Regulations.

12. **Child Support Compliance Act**

As legally applicable, for any Contract Agreement in excess of \$100,000.00, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new

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employees to the New Hire Registry maintained by the California Employment Development Department.

13. **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in [Exhibit E](#). These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable state requirements governing the use of Tribal HHAP Program funds. Failure to comply with these conditions may be considered a breach and may result in termination of this Agreement.

- A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
- B. Perform the work in accordance with federal, state and local housing and building codes, as applicable, or other alternative Tribal building codes.
- C. Maintain at least the minimum state-required worker's compensation for those employees who will perform the work or any part of it, where required by law.
- D. Maintain, as required by applicable law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the work or any part of it.
- E. Agree to include all the terms of this Agreement in each subcontract.

14. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

Except as provided in Exhibit E and in Section 9 of this Exhibit, and to the extent state law is not preempted by federal law, Grantee agrees to comply with all applicable state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Tribal HHAP Grant Program, the Grantee, its subrecipients, and all eligible activities. For any Tribal HHAP Grant Program assistance or Projects located within Indian Country, Grantee shall comply with (i) tribal building codes that meet or exceed the requirements of California building codes or (ii) International Building Code. To

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the extent the following requirements are not preempted by federal law, Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCD upon request.

15. Inspections

- A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- B. HCD reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- C. Based on such inspections, Grantee agrees to require all work that is not conforming to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

16. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, including a tribal court of competent jurisdiction, such invalidity, at the sole discretion of HCD, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable. Nothing in this paragraph shall be construed as a waiver of sovereign immunity of the tribe, or any of its agencies, authorities, committees, commissions, boards, affiliates, entities, officials, or employees acting within their official or individual capacities.
- B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

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SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Per Health and Safety Code Section 50241(f), any housing-related activities funded with Tribal HHAP Grant Program funds, including but not limited to interim housing (per HSC section 50243(e)(3)(J)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used. HCD will work with Grantee on the culturally responsive application of Housing First Guidelines.
3. Grantee shall participate in and provide data elements in a manner consistent with applicable state and federal law to HCD, for purposes of grant reporting. HCD may, as required by operational necessity, amend, or modify required data elements, disclosure formats, or disclosure frequency. Grant data may be requested by legislators or other state entities for purposes of grant fund reporting or program development. Grant data may also be used in presentations and discussions for operational purposes. HCD reserves the right to report Tribal Grant Data as required.
4. Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.
5. It is recommended that Grantee establish a mechanism for people who have lived and experienced homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
6. To the extent there is a conflict between (i) Exhibit C and (ii) any provisions in Exhibits D and E, Exhibits D and E shall control.

Program Name: Tribal Homeless Housing, Assistance, and Prevention Program
"Tribal HHAP"

NOFA Date: July XX, 2025

Approved Date: Month XX, 2025

Prep. Date: XX-XX-XXXX

EXHIBIT E

7. Notwithstanding any provision in Exhibit C, Grantee may implement a tribal preference in accordance with Section 9 of Exhibit D.
8. Notwithstanding anything to the contrary in this Agreement or the State Documents, the terms, provisions, and conditions set forth in "Exhibit C" titled, State of California General Terms and Conditions, GTC – 02/2025" ("Exhibit C") as it appears on the STD. 213 and referencing 02/2025 GTC, shall only be enforceable against Grantee, as applicable, and subject to the terms and conditions set forth in this Agreement and this Exhibit E.

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

9. Non-bond funded:

The Department represents that the intent of Exhibit D Section 1(B) is only to preserve the Legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in the Tribal Homeless Housing, Assistance and Prevention Program Notice of Funding Availability dated July X, 2025 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of Exhibit D Section 1(B) once construction has commenced in compliance with Program requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

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