

EXHIBIT A**PURPOSE, AUTHORITY, AND SCOPE OF WORK****1. Purpose**

The Tribal 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 living with a behavioral health challenge, including a serious mental illness, as described in subdivision (c) or (d) of Section 14184.402, or a substance use disorder, as described in Section 5891.5 of the Welfare and Institutions Code. ("Tribal Homekey+ Population").

Grantee applied to the Department for the Grant to conduct one or more of the activities outlined in Section 4 – Eligible Uses 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.

2. Authority

California Assembly Bill No. 531 (Chapter 789, Statutes of 2023) ("**AB 531**"), California Senate Bill No. 326 (Chapter 790, Statutes of 2023) ("**SB 326**"), and the Behavioral Health Infrastructure Bond Act (BHIBA), approved by voters on March 5, 2024) ("**Prop. 1**") which added Section 50675.1.5 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 and provides the statutory basis for the Homekey+ Program ("Homekey+" or "**Program**"). Health and Safety Code section 50675.1, subdivision (d) authorizes the Department of Housing and Community Development ("**Department**" or "**HCD**") to administer MHP.

The Department issued a Tribal Homekey+ Notice of Funding Availability, on November 26, 2024 (the "**NOFA**"). The NOFA incorporates by reference the MHP, as well as the Multifamily Housing Program Final Guidelines, dated February 13, 2025, ("**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. Tribal Homekey+ grant funds are derived from the state's sale of bonds authorized by the BHIBA, and Homeless Housing, Assistance and Prevention (HHAP) supplemental funding.

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

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX

EXHIBIT A

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 which, as amended and in effect from time to time, is incorporated herein as if set forth in full:

- A. AB 531;
- B. SB 326;
- C. Proposition 1 (2024);
- D. the above-referenced MHP statutory scheme;
- E. the 2024 Tribal Homekey+ NOFA and Guidelines;
- F. the MHP Guidelines;
- G. the UMRs;
- H. the Grantee’s Application for 2024 Tribal Homekey+ funding;
- I. the project report prepared by the Department in reliance on the representations and descriptions included in the Grantee’s Application for 2024 Tribal Homekey+ funding;
- J. the award letter issued by the Department to the Grantee; and
- K. all other applicable laws.

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.

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX

EXHIBIT A

- A. "Affordability Covenant" means the legally binding instrument which (i) is recorded in first position against Project real property in consideration for the Tribal Homekey+ Program award to the Grantee; (ii) imposes use, operation, occupancy, and affordability restrictions on the real property and improvements; and (iii) incorporates the Tribal Homekey+ Program Requirements by reference. Upon its execution, the Affordability Covenant shall be binding, effective, and enforceable against all successors, transferees, and assignees, in accordance with Exhibit D, Section 25 and Exhibit E, Section 2, of this Agreement.
- B. "Area Median Income" or "AMI" means the most recent applicable county median family income published by the California Tax Credit Allocation Committee (TCAC) or the Department; it also includes the greater of the median income for the United States or the median income of the counties or their equivalent in which the Grantee is located. Applicants may determine which AMI is most appropriate for the Project, subject to Program requirements.
- C. "Application" means the application for Grant funds that was submitted in response to the Department's NOFA.
- D. "Assisted Unit" means a residential housing unit which is restricted to occupancy by Tribal Homekey+ Population households with incomes at or below 60 percent of AMI or federal Median Income, as applicable.
- E. "At Risk of Homelessness" has the same meaning as defined in 24 C.F.R. Part 578.3, or as defined in the Tribal Admissions and Occupancy Standards.
- F. "Behavioral Health Challenge" includes, but is not limited to, serious mental illness, as described in subdivision (c) or (d) of Section 14184.402, or a substance use disorder, as described in Section 5891.5 of the Welfare and Institutions Code.
- G. "Co-Applicant" means another Tribal Entity, Urban Indian Organization, city, county, Local Public Entity or a nonprofit or for-profit corporation, a limited liability company (LLC), and/or a limited partnership (LP) that is jointly applying for Tribal Homekey+ funds with an Eligible Applicant.
- H. "Continuum of Care" or "CoC" means the same as defined by the United States Department of Housing and Urban Development at 24 C.F.R. Part 578.3.
- I. "Department" means the California Department of Housing and Community Development.

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX

EXHIBIT A

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

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX

EXHIBIT A

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.

- T. “HDIS” means the statewide Homeless Data Integration System.
- U. “HMIS” means the Homeless Management Information System.
- V. “Homeless” has the same meaning as defined in 24 C.F.R. part 578.3, or as defined in the Tribal Admissions and Occupancy Standards.
- W. “Tribal Homekey+ Population” means individuals and families experiencing Homelessness or At Risk of Homelessness, as those terms are defined under the Tribal-adopted Tribal Admissions and Occupancy Standards (TAOS) whose incomes are at or below the AMI level specified for Assisted Units and who are living with a Behavioral Health Challenge, as defined in subsection F, above. Tribal Homekey+ Population also includes individuals and families who are experiencing homelessness or At Risk of Homelessness as determined by an Eligible Applicant when applying their formally adopted Tribal Admissions and Occupancy Standard.
- X. “Housing First” has the same meaning as in Welfare and Institutions Code section 8255, including all the core components listed therein.
- Y. “HUD” means the United States Department of Housing and Urban Development.
- Z. “Indian Country” means (1) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (2) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same as provided at 18 U.S.C. 1151, (4) all lands within the limits of a Rancheria under the jurisdiction of the United States Government, (5) lands held in trust by the United States for an Indian Tribe or individual, or (6) land held by an Indian Tribe or individual subject to a restriction by the United States against alienation.
- AA. “Indian Tribe” has the same meaning as defined pursuant to 25 U.S.C. section 4103(13)(B).

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX

EXHIBIT A

- BB. “LWSI or limited waiver of sovereign immunity” means a limited waiver of an Indian Tribe’s sovereign immunity to unconsented suit to permit suit against the waiving Tribe in any forum of competent jurisdiction over the subject matter. Indian Tribes, as sovereign nations, possess the powers of self-government and self-determination to govern and make their own laws and be ruled by them. Tribes may waive their immunity on a case-by-case basis and negotiate limited waivers suitable to all contracting parties.
- CC. “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 25 U.S.C. Section 4103 and Section 50104.6.5, redevelopment agency organized pursuant to Part 1 (commencing with Section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24, or any state agency, public district, or other political subdivision of the state, or any instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. In addition, and in accordance with this Health and Safety Code definition, the term “Local Public Entity” also includes two or more local public entities acting jointly.
- DD. “NAHASDA” means the “Native American Housing and Self Determination Act” set forth at 25 U.S.C. Section 4101 et seq., that provides for federal assistance to federally recognized Indian Tribes and Tribally Designated Housing Entities (TDHE), as defined therein and provided in a manner that recognizes the right of Indian self-determination and Tribal self-governance by making such assistance available directly to Indian Tribes or TDHE.
- EE. “NOFA” means a Notice of Funding Availability.
- FF. “Operating Expenses” means the amount approved by the Department that is necessary to pay for the recurring expenses of the Project, such as utilities, maintenance, management fees, taxes, licenses, and supportive services costs, but not including debt service or required reserve account deposits.
- GG. “Performance Milestones” means the indicators and metrics of progress and performance that are identified as such in Exhibit E of this Agreement. Grantee’s failure to satisfy any one of the Performance Milestones will constitute a breach of this Agreement and will entitle the Department to exercise any and all available remedies, including the recapture of disbursed Grant funds and the cancellation of this Agreement.

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX

EXHIBIT A

- HH. “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.
- II. “Permanent Supportive Housing or Supportive Housing” means the same as defined under Health and Safety Code section 50675.14(b)(2) and refers to Assisted Units.
- JJ. “Program Requirements” means the legal authority and Program materials listed in Section 2, paragraphs A – K, above.
- KK. “Project” means a structure or set of structures with common financing, ownership, and management, which provides Permanent Supportive Housing for the Homekey+ Population, and which is subject to an appropriate Affordability Covenant in accordance with Section 208 of the NOFA.
- LL. “Rehabilitation” means the term as defined at HSC section 50096, but includes improvements and repairs made to a residential structure acquired for the purpose of preserving its affordability and use by the Homekey+ Population.
- MM. “Rental Housing Development” means a structure or set of structures with common financing, ownership, and management, and which collectively contains five or more dwelling units, including efficiency units, as defined in HSC section 50675.2, subdivision (d). No more than one of the project units may be occupied as a primary residence by a person or household who is the owner of the structure or structures. For the purpose of these Program guidelines, “Rental Housing Development” does not include any “health facility” as defined by HSC section 1250 or any “alcoholism or drug abuse recovery or treatment facility” as defined in HSC section 11834.02. A Rental Housing Development includes, without limitation, the real property, the improvements located thereon, and all fixtures and appurtenances related thereto.
- NN. “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.

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX

EXHIBIT A

- OO. “Scattered Site Housing” means housing located on multiple contiguous or non-contiguous sites and having common ownership, financing, and property management. Scattered Site Housing also refers to single-family scattered site projects, as defined in Article III, section 302 of the NOFA.
- PP. “Scope of Work” or “Work” means the work to be performed by the Grantee to accomplish the Program purpose.
- QQ. “Shared Housing” means a structure shared by two or more households, where each household has in a separate private bedroom that can be locked and has a lease, which all the rights and responsibilities of tenancy.
- RR. “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.
- SS. “TCAC” means the California Tax Credit Allocation Committee.
- TT. “Tribally Determined Prevailing Wages” or “TDW” mean prevailing wages duly adopted and determined by an Indian Tribe under Section 104, subdivision (b)(3) of NAHASDA.
- UU. “Tribal Entity(ies)” means an entity that meets any of the following criteria:
- 1) Meets the definition of Indian Tribe under section 4103(13)(B) of Title 25 of the United States Code;
 - 2) Meets the definition of Tribally Designated Housing Entity under section 4103(22) of title 25 of the United States Code;
 - 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

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX

EXHIBIT A

Commission for the purpose of consultation pursuant to Government Code section 65352.3; and

- c) Has organized a separate legal entity, either a nonprofit or for-profit entity, in compliance with CCR Title 25, Section 8301(s) and it has demonstrated to the satisfaction of the Department that the separate legal entity is controlled by the Tribal Applicant.
- VV. "Tribal Admissions and Occupancy Standards" or "TAOS" means those standards duly adopted by the Federally Recognized Tribe by resolution or ordinance in accordance with Tribal law.
- WW. "Unit" means a residential unit that is used as a primary residence by its occupants, including individual units within the project.
- XX. "Urban Indian Organization" or "UIO" means a nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in 25 U.S.C. section 1653(a).

4. Eligible Uses

All costs in connection with Eligible Uses must be incurred on or after January 1, 2024, and must be spent by the applicable expenditure deadlines for Capital Funds and Operating Funds. Grantee's use of the funds and scope of work ("**Scope of Work**" or "**Work**") are specified in Exhibit E of this Agreement.

Grantee shall spend the Program Grant funds on one or more of the following uses:

- A. Acquisition and/or rehabilitation of motels, hotels, hostels, or other sites such as apartments, homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, commercial properties, and other buildings that could be converted to permanent housing.
- B. Conversion of units from nonresidential to residential.
- C. New construction of dwelling units and required infrastructure.
- D. Relocation costs for individuals who are being displaced as a result of the Tribal Homekey+ Project.

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX

EXHIBIT A

- E. Capitalized operating subsidies to help cover the ongoing operating expenses of housing units purchased, converted, or altered using THK+ grant funds pursuant to Health and Safety Code section 50675.1.3.

5. Rent Standards

The Permanent Housing Assisted Unit's rent must always stay within the designated income-eligibility level when someone moves in initially and anytime a new household member moves in later. The Assisted Unit is a residential housing unit which is restricted to occupancy by Tribal Homekey+ Population households with incomes at or below 60 percent of AMI or federal Median Income, as applicable.

6. Program Deadlines

- A. Acquisition, rehabilitation, and/or construction shall be completed within 12 months from the Date of Award for rehabilitation, or within 24 months from the Date of Award for new construction.
- B. Grantee shall expend any capital expenditure award by the Expenditure Deadline for Capital Funds.
- C. Grantee shall expend any Tribal Homekey+-funded operating subsidy award by the Expenditure Deadline for Operating Funds.
- D. All Projects shall achieve a full occupancy (fully occupied with consideration for an average of 10 percent vacancy rate at any given time) within 90 days of construction and/or Rehabilitation completion.
- E. The Grantee may ask the Department for an extension for construction and/or Rehabilitation completion, where the extension is due to circumstances or conditions beyond their control and granting an extension will enable the Project to complete construction and/or Rehabilitation or achieve full occupancy of the Assisted Units. The Department shall not unreasonably withhold or delay approval of extensions. In cases where an extension for construction and/or Rehabilitation completion is granted by the Department, the deadlines for capital fund expenditure and full occupancy may be extended within the constraints of applicable law.

7. Performance Milestones

Grantee shall complete each of the Performance Milestones set forth in Exhibit E of this Agreement by the date designated (each, a "**Milestone Completion Date**"). The

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX

EXHIBIT A

Performance Milestones shall include, but not be limited to, any applicable Expenditure Deadline for Capital Funds, Expenditure Deadline for Operating Funds, or occupancy deadline.

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

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

8. Reporting Requirements

Grantee shall submit an annual Tribal 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.

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

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

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

9. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Deputy Director of the Division of State Financial Assistance, or the Deputy Director's designee. Unless otherwise informed, Grantee shall mail any notice, report, or other communication

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX

EXHIBIT A

required under this Agreement by First-Class Mail to the Department Contract Coordinator at the following address or email to hktribal@hcd.ca.gov:

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

10. Grantee Contract Coordinator

The Grantee Contract Coordinator for this Agreement may coordinate with the Multifamily Grant Management Section Manager for the Tribal 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 in Exhibit E of this Agreement.

Tribal Homekey+ Program – (THK+)

NOFA Date: 11/26/2024

Project Name:

Approved Date: XX-XX-XXXX

Prep. Date: XX-XX-XXXX