

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

California Senate Bill No. 197 (Chapter 70, Statutes of 2022) ("**SB 197**") amended sections 50780 through 50787 renaming the Mobilehome Park and Resident Ownership Program ("**MPRROP**") to the Manufactured Housing Opportunity and Revitalization (Chapter 11 (commencing with Section 50780) of Part 2 of Division 31 of the Health and Safety Code). Health and Safety Code section 50780 through 50787 provides the statutory basis for the MORE Program ("**MORE**" or "**Program**"). Health and Safety Code section 50783 et seq. authorizes the State of California, Department of Housing and Community Development ("**Department**" or "**HCD**") to administer the MORE Program.

The Department issued a MORE Program Notice of Funding Availability on May 2, 2023, as amended November 9, 2023, (the "**NOFA**"). The NOFA incorporates by reference the Program statutes, as well as the Manufactured Housing Opportunity & Revitalization Program (MORE) Final Guidelines, dated May 2, 2023, as amended November 9, 2023 (the "**MORE Guidelines**"), both as amended and in effect from time to time. MORE funds are derived primarily from the state's direct allocation to the Mobilehome Park Rehabilitation and Purchase Fund. MORE statutes authorize funds to be applied to 1) Local Projects and/or 2) Local Programs as defined in the MORE Guidelines.

This STD Form 213 Standard Agreement along with its exhibits (the "**Agreement**") is entered under the authority and in furtherance of the Program. This Agreement is the result of an application submitted by the Recipient (the "**Application**") for funding under the NOFA for a Local Program. As such, this Agreement shall be executed by the Recipient and HCD in compliance with the Program Requirements. Where the Recipient is a Tribal Entity, as defined below, and includes one or more additional entities, all entities shall execute the Agreement with the Department.

This Agreement hereby incorporates by reference the Application in its entirety, as well as the project report (the "**Project Report**" as defined in Section 2 of this Exhibit A), prepared by the Department in reliance on the representations and descriptions included in that Application. The Department has thus made an award of Program funds to the Recipient in reliance on Recipient's information and representations contained in the Application. In accepting this conditional reservation of Program funds in the form of a Forgivable Loan (the "**Loan**"), the Recipient agrees to comply with all representations contained in the Application,

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the Project Report, as well as the terms and conditions of this Agreement, and all Program Requirements.

A. This Agreement is governed by the following legal authorities for Local Programs –requirements(collectively, the “**Program Requirements**”) and each of the following as amended, and in effect from time to time, incorporated hereto as if set forth in full herein:

- 1) SB 197;
- 2) The Program statutes;
- 3) The MORE Guidelines;
- 4) The NOFA;
- 5) The Project Report;
- 6) The MORE Award Letter issued by the Department to the Recipient; and
- 7) All other applicable laws.

B. Recipient applied to the Department for the Loan to be used for activities authorized under Health and Safety Code section 50783, subdivision (c), and Article IV of the MORE Guidelines, which includes Rehabilitation or Replacement of, or accessibility or energy efficiency upgrades to, Mobilehomes owned by Low-Income Residents.

Recipient applied to the Department for Program funding to finance the Activity or Activities described in the Application, and Project Report. By entering into this Agreement and thereby accepting the award of Program Loan funds, the Recipient agrees to comply with the Program Requirements and the terms and conditions of this Agreement.

2. Definitions

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

- A. **“Activity”** or **“Activities”** refers to Rehabilitation or Replacement of, or accessibility or energy efficiency upgrades to, Mobilehomes owned by Low-Income Residents, or any combination thereof, and for which the Department awarded the Loan.

- B. **“Bureau of Indian Affairs”** or **“BIA”** is the primary federal agency of the U.S. Department of the Interior, charged with carrying out the United States’ trust responsibility to American Indian and Alaska Native people, maintaining the federal government-to-government relationship with the federally recognized Indian tribes, and promoting and supporting tribal self-determination. The BIA implements federal laws and policies and administers programs established for American Indians and Alaska Natives under the trust responsibility and the government-to-government relationship.

- C. **“Grant Agreement”** refers to an enforceable formal agreement executed between the Recipient and a Low-Income Resident, which sets forth in writing the terms and conditions of a grant of Program funds for use in connection with a Mobilehome owned by a Low-Income Resident.

- D. **“Mobilehome”** refers to a mobilehome, as that term is defined in the MORE Guidelines, which is owned by a Low-Income Resident, which is eligible for assistance under Article IV of the MORE Guidelines, and which is the subject of a Grant Agreement.

- E. **“NAHASDA”** refers to 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.

- F. **“Liquidation Deadline”** refers to the determined final loan installment disbursement date of the MORE funds.

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- G. **“Organizational Documents”** refers to, but is not limited to, partnership agreements, operating agreements, corporate documents, Tribal Resolutions, Articles of Organization, Articles of Association, Articles of Incorporation, Bylaws, and related documents, filings, and agreements, as required by the Department.
- H. **“Project Report”** refers to the Departmental staff report prepared in connection with the Application and presented to and approved by the Department's Internal Loan Committee. The Project Report sets forth the Activity criteria approved by the Department at the time of the award of the Loan contemplated by this Agreement. The Activity criteria may be amended only upon the Department's written approval.
- I. **“Recipient”** refers to an eligible Applicant that has submitted an application and received approval for an award of Program funds and includes Recipient's successors-in-interest and assignees. Each Recipient must execute this Agreement, and such other agreements and instruments as the Department deems reasonably necessary to carry into effect the purpose of this Agreement and shall be jointly and severally liable for all obligations of a Recipient thereunder.
- J. **“Section”** in reference to the MORE Guidelines shall initially refer to that specific numbered section of the MORE Guidelines. If the Department amends any portion of the MORE Guidelines, all references herein to any such portion of the amended MORE Guidelines shall be deemed to refer to the updated version of such MORE Guidelines, either in whole or in part, as may be applicable. To the extent that any MORE Guideline provisions are amended, and thereafter receives a new section number, any reference herein to the previous MORE Guideline version shall be interpreted to refer instead to the amended MORE Guideline section.
- K. **“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.

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EXHIBIT A**3. Scope of Work**

The Recipient shall perform the scope of work (the “**Scope of Work**” or the “**Work**”) as described in the Application, which is on file at the Department of Housing and Community Development, Division of Financial Assistance, 2020 West El Camino Avenue, Sacramento, California 95833, Internal Loan Committee.

All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by a Department’s Division of Financial Assistance Program Manager for the MORE program or higher departmental official, as appropriate, are hereby incorporated as part of the Application and the Project Report and incorporated as part of the Agreement. The Department reserves the right, but assumes no obligation, to review and approve any and all of the Work, and the Scope of Work may in no event be revised or altered without the Department’s prior express written consent and approval, which consent, and approval is within the Department’s sole and absolute discretion. Any proposed revision to the Work must be submitted in writing for review and approval by the Department. Approval of any proposed revision shall not be presumed unless such approval is made by the Department in writing.

The Work performed by Recipient for this Agreement shall consist of the Activities and expenditure of the Loan on eligible costs as described in the Application and Project Report. Recipient must perform the Work, or cause the Work to be performed, in full accordance with this Agreement and the Program Requirements.

4. Evidence and Existence of Application Selection Criteria

The Department selected Recipient’s Application for an award of Program funds based upon the Recipient’s eligibility as an applicant, the eligibility of the Activities and costs described in the Application, and the Application’s compliance with threshold criteria set forth in the MORE Guidelines. Recipient assures the Department that the Work will meet all threshold requirements and include all the features, components and Activities that were proposed in the Application and further memorialized in the Project Report.

At the request of the Department, Recipient must demonstrate, to the Department’s satisfaction in its sole and absolute discretion, that the Work and rehabilitation or replacement of Mobilehomes include, or will include, all the features and components, as referenced above, that provided the basis for the Loan award contemplated in this Agreement. Failure to provide such evidence and otherwise make such a demonstration to the Department may result in a

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reevaluation of the Application and the reduction or cancellation of the Loan, the repayment of disbursed Loan proceeds, and/or the disencumbrance of all funds awarded.

5. **Eligible Uses**

Recipient shall apply Program funds to Eligible uses for Local Programs which includes administering funds to assist Low-Income Residents with Rehabilitation or Replacement of their Mobilehomes.

6. **Authority to Contract**

The Recipient has the capacity, financial and staff resources, and authority to fulfill the obligations required of it hereunder, and nothing prohibits or restricts the right and ability of the Recipient to carry out the terms hereof.

Each party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of the entity, other than the individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of said entity.

7. **Department MORE Program Contract Coordinator**

The Department's Contract Coordinator for this Agreement is the Section Chief, Division of State Financial Assistance, or their designee, for the MORE Program. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Section Chief at the following address:

Department of Housing and Community Development
Division of State Financial Assistance – PDI
P.O. Box 952054
Sacramento, California 94252-2054

8. **Recipient's Contract Coordinator**

The Recipient's Contract Coordinator for this Agreement is set forth in Section 1, Provision A.1 of Exhibit E to this Agreement. Unless the Department is otherwise informed, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the Recipient's Contract Coordinator at the address set forth Section 1, Provision A.1 of Exhibit E.

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