

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
County of El Dorado, and Pacific Southwest Community Development Corporation

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
06/30/2026

3. The maximum amount of this Agreement is:
\$3,150,000.00

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	6
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PLHA Program Terms and Conditions	10
Exhibit E	Program-Specific Provisions and Special Conditions	2
TOTAL NUMBER OF PAGES ATTACHED		20

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	CITY	STATE	ZIP
See Attached	See Attached	See Attached	See Attached
PRINTED NAME OF PERSON SIGNING	TITLE		
See Attached	See Attached		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
See Attached	See Attached		

STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME			
Department of Housing and Community Development			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE		
	Contracts Office Manager, Contract Services Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

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

County of El Dorado

a California Government County

By: _____

Date: _____

Karen Garner

Director of Planning & Building Department

Address:

2850 Fairlane Court, Bldg. C
Placerville, CA 95667

Pacific Southwest Community Development Corporation

A California Nonprofit Public Benefit Corporation

By: _____

Date: _____

Robert W. Laing

President and CEO

Address:

16935 West Bernardo Drive, Suite 238
San Diego, CA 92127

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins), which created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation (“PLHA”) Program (“Program”), this Standard Agreement along with all its exhibits (the “Agreement”) is entered under the authority of and in furtherance of the Program. Pursuant to Health and Safety Code, Section 50470 (b), the California Department of Housing and Community Development (referred to herein as “HCD” or “Department”) has issued a Notice of Funding Availability (the “NOFA”), dated October 14, 2022, to govern administration of the fund and carry out the Program.

This Agreement hereby incorporates by reference the Application and the Project Report in their entirety. This Agreement is governed by the following requirements (collectively, the “Program Requirements”):

- A. The statutory schemes outlined above;
- A. The PLHA Guidelines, dated October 2019, and as amended and in effect from time to time;
- B. Any provisions of the MHP Guidelines, dated June 19, 2019, all as amended and in effect from time to time, which the PLHA Guidelines incorporate by reference;
- C. Any provisions of the Uniform Multifamily Regulations (Cal. Code Regs., tit. 25, § 8300 et seq.) (the “UMRs”), which the PLHA Guidelines incorporate by reference;
- D. The Notice of Funding Availability (the “NOFA”) dated 10/14/2022.
- E. The Award Letter issued by the Department to the Applicant and Co-Applicant; and,
- F. Any and all other applicable laws and regulations.

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2. Purpose

In accordance with the authority cited above, an application was made to the State (the “Application”) for assistance from the Program for the purpose of making funding available to eligible local governments in California to fund investments that increase the supply of housing to households with incomes of 60 percent or less of area median income.

Applicant and Co-Applciant Sponsor applied to the State of California for the Grant in order to develop, construct, and/or rehabilitate an Affordable Housing Development, as defined in paragraph 3.B. below. The Affordable Housing Development will be developed on certain real property (the “Property”), as described in the Application and the Project Report. The Department will make the Grant to the Applicant, which shall make the Loan to the Co-Applciant Sponsor’s Department-approved affiliate (the “Borrower”), as owner of the Development. The Department will require that the Affordable Housing Development be developed, owned, rented, managed, maintained, and operated in accordance with the Program Requirements for the full term of the Loan, regardless of sale or transfer of the Property or prepayment of the Loan.

By entering into this Agreement and thereby accepting the award of the PLHA Grant funds, the Applicant and Co-Applciant Sponsor agree to comply with the Program Requirements and the terms and conditions of this Agreement. As noted above, this Agreement incorporates by reference the Application and the Project Report in their entirety.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50470 and Section 101 of the Guidelines.

- A. “Activity” means any single eligible undertaking carried out as part of an Applicant’s allocation(s) under the program.
- A. “Affordable Housing Development” or “Development” refers to the transitional or rental housing development which was described in the Application, and which provides units that are affordable to lower income households. The Affordable Housing Development must meet all Program Requirements.
- B. “Agreement” refers to this Standard Agreement.

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- C. “Applicant” means an eligible Local government applying for the program to administer the activity identified in Exhibit E. Applicant also means a Local or Regional Housing Trust Fund delegated by an eligible Local government to apply for the program and administer its allocation in accordance with all program rules.
- D. “Department” means the California Department of Housing and Community Development.
- E. “Project Report” refers to the staff report presented to and approved by the Department’s Internal Loan Committee. The Project Report sets forth the project criteria approved by the Department at the time of the award of Program Grant funds. The project criteria may be amended only upon the Department’s written approval.
- F. “Sponsor” or “Co-Applicant Sponsor” means the legal entity or combination of legal entities with continuing control of a Rental Housing Development, as identified in Exhibit E. Where the borrowing entity is or will be organized as a limited partnership, Sponsor includes the general partner or general partners who have effective control over the operation of the partnership, or, if the general partner is controlled by another entity, the controlling entity. Sponsor does not include the seller of the property to be developed as the rental housing Project, unless the seller will retain control of the Project for the period necessary to ensure Project feasibility as determined by the Department.
- G. “TCAC” refers to the California Tax Credit Allocation Committee.

4. Scope of Work

The “Scope of Work” or “Work” for this Agreement shall consist of the development and construction of the Development identified in the Award Letter. Co-Applicant Sponsor shall cause the Development to be developed and constructed in full accordance with this Agreement and the Program Requirements. Any reference in this Agreement to “construction” shall include rehabilitation construction, if applicable.

All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by a Division of Financial Assistance Program Manager or higher departmental official, as appropriate, are hereby incorporated as part of the Application and hereby incorporated as part of the Agreement. The Department hereby reserves the right to review and approve any and all of the Work, and the Scope of

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Work may in no event be revised or altered without the Department's prior written consent and approval, which consent, and approval is within the Department's sole and absolute discretion.

For applications that include the development of a rental housing project, the Sponsor must be a Co-Applicant with the Non-Entitlement Local Government.

5. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Division of Financial Assistance, State Grant Management Section PLHA Manager or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address, or emailed to PLHASGM@hcd.ca.gov:

California Department of Housing and Community Development
Attention: Permanent Local Housing Allocation (PLHA)
State Grant Management Section, Suite 400
2020 West El Camino Avenue, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

6. Contractor Contract Coordinator

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Karen Garner
Authorized Representative Title:	Director, Planning & Building Department
Agency Name:	County of El Dorado
Address:	2850 Fairlane Court, Building C Placerville, CA 95667
Phone No.:	(530) 621-5132
Email Address:	karen.l.garner@edcgov.us

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Authorized Representative Name:	Robert W. Laing
Authorized Representative Title:	President and CEO
Agency Name:	Pacific Southwest Community Development Corporation
Address:	16935 West Bernardo Drive, Suite 238 San Diego, CA 92127
Phone No.:	(858) 675-0506
Email Address:	robertlaing@pswcdc.org

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the “Effective Date”).
- B. Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the PLHA application are subject to the cap on administrative fees.
- C. Any Grant funds which have not been expended by the expenditure deadline shall be disencumbered and revert to the Department. The expenditure deadline is **March 31, 2026**.
- D. If funds are used for the development of an Affordable Rental Housing project, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the project. The loan shall be evidenced through a promissory note secured by a deed of trust and a regulatory agreement which shall restrict occupancy and rents in accordance with the Department approved underwriting of the project for at least 55 years.
- E. This Agreement shall terminate on **June 30, 2032**, or upon completion of the Project and submittal of the close out report in compliance with Exhibit D, Section 7(B)(5), whichever date occurs first (the “Expiration Date”).

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8. Capacity to Contract

Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

9. Authority to Execute

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an 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.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

The budget detail is contained in Exhibit E in this Agreement.

2. Conditions of Disbursement

Prior to receiving any Grant funds, the Applicant shall submit the following for the Department's approval:

- A. Government TIN Form, as applicable.
- B. STD 204 Payee Data Record, as applicable.
- C. Loan documents utilized to extend a low interest deferred loan to the Sponsor of the project to develop an Affordable Rental Housing project.
- D. Department Prepared Request for Funds Form
- E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of funds.
- F. No Funding will be disbursed to Applicant unless the Applicant has an approved Housing Element and is in compliance with the Housing Element Annual Progress Report requirements, pursuant to PLHA Program Guidelines section 402(a) and (b).

3. Performance

To allow for sufficient processing time final request for funds must be received by the Department no later than January 1, 2026.

4. Fiscal Administration

- A. Grant funds will not be disbursed until the Department authorizes loan closing, in the case of development projects; or, in the case of program activities, all general and special conditions have been complied with. Administrative costs related to the planning and execution of eligible activities shall not exceed five percent of the Grant amount.

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- B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual report.
- C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.

EXHIBIT D

PLHA PROGRAM TERMS AND CONDITIONS

1. Effective Date, Commencement of Work

This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. Applicant and Co-Applicant Sponsor agrees that work under this agreement shall not commence until execution of the STD 213, (the "Effective Date").

2. Strict Compliance

Applicant and Co-Applicant Sponsor will strictly comply with the terms, conditions and requirements of the Permanent Local Housing Allocation (PLHA) Statutes, Guidelines, the Notice of Funding Availability (NOFA), and this Agreement.

3. Applicant and Co-Applicant Sponsor's Application for Funds

- A. Applicant and Co-Applicant Sponsor have submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Applicant and Co-Applicant Sponsor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Applicant and Co-Applicant Sponsor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Applicant and Co-applicant Sponsor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

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4. Eligible Activities

Grant funds awarded to the Applicant and Co-Applicant Sponsor, if any, and expended by either Applicant or Co-Applicant Sponsor shall be used for the eligible Activity set forth in Exhibit E as required by the PLHA Statutes.

5. Core Practices

- A. Applicant and Co-Applicant Sponsor must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). Applicant and Co-Applicant Sponsor allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

6. Monitoring Grant Activities

- A. Applicant and Co-Applicant Sponsor shall monitor the activities selected and awarded by them to ensure compliance with PLHA requirements. An onsite monitoring visit of the Affordable Housing Development to assure compliance with habitability standards shall occur whenever determined necessary by the Applicant and Co-Applicant Sponsor, but at least every three years during the 55-year loan period. Applicant shall annually monitor the Affordable Housing Development's compliance with the occupancy and rent requirements set forth in the Regulatory Agreement and compliance with reserve requirements.
- B. The Department will monitor the performance of the Applicant and Co-Applicant Sponsor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Applicant and Co-Applicant Sponsor as the Department deems appropriate based on a risk assessment.
- C. As requested by the Department, the Applicant and Co-Applicant Sponsor shall submit to the Department all PLHA monitoring documentation necessary to ensure that the Affordable Housing Development is in continued compliance with PLHA requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Applicant and Co-Applicant Sponsor.

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7. Reporting/Audits

- A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Applicant and Co-Applicant Sponsor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2023 and will report on all activities from the effective date of this Agreement through June 30, 2032.

- B. The annual report shall contain a detailed report which must include, at a minimum:
- 1) A description of the progress of the Affordable Housing Development and an updated schedule for construction loan closing, construction completion, issuance of the temporary and permanent certificate of occupancy, and permanent loan closing.
 - 2) Identification of the Eligible Activities to which the Applicant and Co-Applicant Sponsor committed program funds, and the income levels of households assisted.
 - 3) Amounts awarded to Subrecipients with the activity(ies) identified;
 - 4) Identification of the Eligible Activities upon which the Applicant and Co-Applicant Sponsor expended program funds, and the income levels of households assisted and the affordability level for any units assisted; and,
 - 5) Close out report for an Affordable Housing Development that was fully expended and for which the permanent loan closing was completed during the fiscal year.
- C. The Department may request additional information as needed to meet other applicable reporting or audit requirements.
- D. The Applicant and Co-Applicant Sponsor is responsible for the completion of audits and all costs of preparing audits.
- E. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Applicant and Co-Applicant Sponsor shall provide, at its own expense, a financial audit prepared by a

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certified public accountant.

- F. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant.
- 1) The Applicant is responsible for the completion of audits requested by the Department and all costs of preparing audits.
 - 2) If there are audit findings, the Applicant must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.

8. Retention and Inspection of Records

- A. The Applicant shall maintain PLHA files which, at minimum, should include the following information and reports:
- 1) Activity description
 - 2) Records of public hearings and public comments
 - 3) Contracts, grant agreements, Standard Agreement
 - 4) Description of targeted beneficiaries, services to be provided, household incomes, special needs
 - 5) PLHA Activity costs, invoices, purchase orders, sources and uses of funds for PLHA Activities, terms & conditions of financings, draws and all supporting documentation, change orders (as appropriate)
 - 6) Activity schedule and amendments
 - 7) Procurement policy used for PLHA Activity(ies)
- B. The Applicant and Co-Applicant Sponsor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Applicant and Co-Applicant Sponsor agrees to provide the Department or its designee, with any relevant information requested. The Applicant and Co-Applicant Sponsor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the

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purpose of determining compliance with the PLHA Statutes, the NOFA, and this Agreement.

- C. The Applicant and Co-Applicant Sponsor further agrees to retain all records for a period of three years after the close out report is submitted:
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues, which arise from it.
 - 2) The Applicant and Co-Applicant Sponsor also agrees to include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the Applicant and Co-Applicant Sponsor's records and interview their employees. The Applicant and Co-Applicant Sponsor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.
- E. The Applicant and Co-Applicant Sponsor shall retain all books and records relevant to this Agreement for a minimum of three years after the close-out report is submitted. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

9. Breach and Remedies

- A. The following shall each constitute a breach of this Agreement:
- 1) Applicant and Co-Applicant Sponsor's failure to comply with the terms of this Agreement.
 - 2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.

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- 3) Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:
- 1) Bar the Applicant and Co-Applicant Sponsor from applying for future PLHA and other HCD funds;
 - 2) Revoke any other existing PLHA award(s) to the Applicant and Co-Applicant Sponsor;
 - 3) Require the return of any unexpended PLHA funds disbursed under this Agreement;
 - 4) Require repayment of PLHA funds disbursed and expended under this agreement;
 - 5) Require the immediate return to the Department of all funds derived from the use of PLHA funds including, but not limited to recaptured funds and returned funds;
 - 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the PLHA Program requirements; and,
 - 7) Seek such other remedies as may be available under the relevant agreement or any law.
- C. All remedies available to the Department are cumulative and not exclusive.
- D. The Department may give written notice to the Applicant and Co-Applicant Sponsor to cure the breach or violation within a period of not less than fifteen days.

10. Termination

- A. The Department may terminate this Agreement at any time for cause by giving a minimum of thirty days' notice of termination, in writing, to the Applicant and Co-Applicant Sponsor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the PLHA Statutes, or the NOFA. Upon termination

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of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Applicant and Co-Applicant Sponsor shall be returned to the Department within thirty days of the notice of termination.

- B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, 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 the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. The Department has the option to terminate this Agreement under the thirty-day cancellation clause or to amend this Agreement to reflect any reduction of funds.

11. 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 the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Applicant and Co-Applicant Sponsor 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 the Department to enforce these provisions.

12. Relocation

If there is or will be any residential or commercial displacement directly or indirectly caused by the Development, the Sponsor shall provide a relocation plan conforming to the requirements of state law and the regulations adopted by the Department in California Code of Regulations, Title 25, Section 6000, et seq. The Development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department. Should a relocation plan not be required, Sponsor must provide documentation for Department approval that there are no relocation requirements. If there is federal funding of the Development, the Sponsor shall comply with federal Uniform Relocation Act requirements to the extent applicable.

13. Article XXXIV

All Projects shall comply with Article XXXIV, Section 1 of the California Constitution, as clarified by the Public Housing Election Implementation Law (HSC Section 37000 -37002). Article XXXIV documentation for loans underwritten by the Department shall be subject to review and approval by the Department prior to the announcement of award recommendations.

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Article XXXIV requires local voter approval before any state public body can develop, construct, or acquire a low-rent housing Project in any manner. However, the Public Housing Election Implementation Law (HSC Section 37000 – 37002) provides clarification as to when Article XXXIV is applicable. HSC Section 37001, for example, lists a number of Project types that are not considered “low-rent housing Projects.” Applicants must submit documentation that demonstrates the Project’s compliance with, or exemption from, Article XXXIV. If a Project is subject to Article XXXIV, the Department requires an allocation letter from the locality, which shows that there is Article XXXIV authority for the Project. A local government official with authority should prepare the allocation letter and it should include the following:

- A. The name and date of the proposition and the number of units that were approved;
- B. A copy of the referendum and a certified vote tally;
- C. The number of units that remain in the locality’s “bank” of Article XXXIV authority (i.e., the number of units that are still available for allocation); and
- D. The number of units that the locality will commit to this Project, including the manager unit.

If a Project is statutorily exempt from Article XXXIV, the Department requires an Article XXXIV opinion letter from the Applicant’s legal counsel. The Article XXXIV opinion letter must demonstrate that the Applicant has considered both the legal requirements of Article XXXIV and the relevant facts of the Project (e.g., all funding provided by public bodies, including state, county or city sources, the number of low-income restricted units, and the general content of any regulatory restrictions). Any conclusion that a Project is exempt from Article XXXIV must be supported by facts and a specific legal theory for exemption that itself is supported by the Constitution, statute, and/or case law.

14. Pet Friendly Housing Act of 2017

Housing funded through this program is subject to the Pet Friendly Housing Act of 2017 (HSC Section 50466). Each awardee will be required to submit a signed and dated certification that residents of the program-funded housing development will be authorized to own or otherwise maintain one or more common household pets as required by HSC Section 50466. Pursuant to this statute, “common household pet” means a domesticated animal, such as a dog or cat, commonly kept in the home for pleasure rather than for commercial purposes.

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15. State Prevailing Wages

Program Funds awarded under this NOFA are subject to state prevailing wage law, as set forth in Labor Code Section 1720 et seq. and require the payment of prevailing wages unless the Project meets one of the exceptions of Labor Code Section 1720 (c), as determined by the Department of Industrial Relations (DIR). The DIR can be contacted via its website at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Applicants are urged to seek professional advice as to how to comply with state prevailing wage law.

16. Accessibility and Non-Discrimination

All Projects or programs shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and 11B and the Americans with Disabilities Act, Title II. In addition, Projects or programs shall adhere to either the Uniform Federal Accessibility Standards (UFAS) standards, 24 C.F.R. Part 8, or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the Project and be available in a sufficient range of sizes and amenities consistent with 24 CFR Section 8.26.

Recipients shall adopt a written non-discrimination 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 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 fair 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 program funds made available pursuant to this NOFA. Recipients shall comply with the requirements contained in the Americans with Disabilities Act, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, Government Code Section 11135, Section 504 of the Rehabilitation Act, and regulations promulgated pursuant to those statutes, including 24 C.F.R. Part 100, 24 C.F.R. Part 8, and 28 C.F.R. Part 35, in all of the Sponsor's activities.

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17. Special Conditions Applicant and Co-Applicant Sponsors and Subrecipients

The Applicant and Co-Applicant Sponsor 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 the Department prior to disbursement of funds. The Applicant and Co-Applicant Sponsor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Applicant and Co-Applicant Sponsor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

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

The Applicant and Co-Applicant Sponsor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Applicant and Co-Applicant Sponsor, its Subrecipients, and any other Grant activity.

19. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, 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.
- B. The Applicant and Co-Applicant Sponsor 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 and the interests of the Department.

EXHIBIT E

PROGRAM-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. Program-Specific Provisions

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project-specific information not contained in those prior exhibits.

Purpose:

Applicant applied to the State of California for the Grant in order to provide services for affordable housing project listed below:

- A. Development/Project Name: Diamond Village Apartments
- B. Development Location: 6035 Service Drive, Diamond Springs, CA 95619
- C. Project Sponsor: County of El Dorado
- D. Description of Development: Diamond Village Apartments Phase I is an 81-unit new construction multifamily project with 20 one-bedroom, 39 two-bedroom, and 21 three-bedroom serving households with incomes ranging from 30 to 60 percent of Area Median Income (AMI), and 1 manager's unit on 10.72 acres. The subject will also be restricted as a USDA/RD project. On-site amenities include a 1,572 SF community building and a centrally located laundry room. Good quality base and wall cabinets with laminate counter tops; range/oven with hood; double-bowl stainless steel sink with waste disposal; refrigerator with top-mounted freezer; and dishwashers. All appliances will be energy efficient units. Bathrooms will include a fiberglass bathtub with showerhead, toilet, and vanity cabinet with lay-in sinks. Floors Residential grade carpeting in bedrooms and living areas with vinyl flooring in the kitchens and bathrooms. Off-site amenities, located within two and a half miles of the project include a grocery store, drugstore, bank, gas station, a variety of restaurants and convenience stores.

Budget Detail:

Applicant has been awarded the following grant amounts:

\$3,150,000

EXHIBIT E

Payees:

A. The authorized Payee(s) is/are as specified below:

Name: **County of El Dorado**

Amount: **\$3,150,000**

2. Special Terms and Conditions

The following Special Conditions are applicable to this Standard Agreement:

None.