

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.28
(ID # 24691)**

MEETING DATE:

FROM : HOUSING AND WORKFORCE SOLUTIONS

Tuesday, June 04, 2024

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Adopt Resolution No. 2024-095, Authorizing Acceptance of the Program Award from the State of California Department of Housing and Community Development (HCD) for the Manufactured Housing Opportunity and Revitalization (MORE) Program in a Loan Amount Not to Exceed \$5,000,000; All Districts. [\$5,000,000 - 100% State HCD MORE Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2024-095, Authorizing Acceptance of the Program Award from the State of California Department of Housing and Community Development (HCD) for the Manufactured Housing Opportunity and Revitalization (MORE) Program in a Loan Amount Not to Exceed \$5,000,000;
2. Authorize the Chair of the Board of Supervisors to sign and certify the attached Resolution No. 2024-095, in addition to the Deputy of the Clerk of the Board;
3. Approve the form of STD 213 Standard Agreement and the attached exhibits;
4. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to enter into, execute, and deliver STD 213 Standard Agreement, substantially conforming in form and substance to the attached, and execute and deliver any and all documents required, necessary, or appropriate, including any and all amendments, to secure the Program Award from HCD to participate in the MORE Program (collectively, "Program Award Documents"), subject to approval as to form by County Counsel; and
5. Authorize the Director of HWS, or designee, to take all necessary steps to implement Resolution No. 2024-095 and the Program Award Documents, including, but not limited to, signing subsequent essential and relevant documents, subject to approval as to form by County Counsel.

ACTION:Policy


Heidi Marshall, Director 4/10/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 4, 2024
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$2,500,000	\$2,500,000	\$5,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State - Manufactured Housing Opportunity & Revitalization (MORE) Program Funds			Budget Adjustment: No	
			For Fiscal Year: 23/24 - 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On May 2, 2023, the California Department of Housing and Community Development (HCD) published a Notice of Funding Availability for the Manufactured Housing Opportunity and Revitalization (MORE) Program for a not to exceed loan amount of \$10 million. HCD is accepting applications through June 30, 2024, or until all funds have been awarded. Pursuant to Health of Safety Code Section 50786, as amended by Senate Bill 197 (Chapter 70, Statutes of 2022), the MORE funds are provided as forgivable loans for a wide range of activities directed towards preserving mobile homes as a significant source of affordable homeownership in California. Eligible MORE activities are intended to improve the health and safety conditions of mobile home parks and individual mobile homes to the benefit of low-income households.

On September 26, 2023 (Minute Order 3.19), the Board of Supervisors authorized the submittal of an application under HCD's MORE Program for the rehabilitation or replacement of residents' mobile homes to assist qualified low-income mobile/manufactured homeowners to address health and safety concerns in their homes. Eligible uses of MORE funds include, but are not limited to, repairs, accessibility, energy efficiency upgrades, and replacement of mobile homes. On January 3, 2024, the HCD informed the County of its conditional award of a loan amount not to exceed \$5,000,000.

The terms and conditions of conditional award includes the timely delivery of a legally sufficient set of authorization and organizational documents, such as a duly adopted authorizing resolution.

Staff recommends that the Board approve and adopt the attached Resolution Number 2024-095 and approve the form of the STD 213 Standard Agreement, including the attached exhibits.

Impact on Residents and Businesses

The MORE Program funding will allow the County to address rehabilitation and replacement needs for approximately 60 individual manufactured homes, preserving a source of affordable homeownership throughout the County. Access to these funds will help residents invest and improve the conditions of their mobile homes, enhancing the overall quality of life and safety.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Additional Fiscal Information

No impact upon the County's General Fund; the County's program will be fully funded and allocated through the California Department of Housing and Community Development MORE Program.

ATTACHMENTS

- Resolution No. 2024-095
- Form of Standard Agreement and attached Exhibits
- Conditional Award Commitment Letter and Acceptance of Terms and Conditions



Brianra Lontajo, Principal Management Analyst 5/29/2024



Aaron Gettis, Chief of Deputy County Counsel 5/22/2024

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2024-095

AUTHORIZING ACCEPTANCE OF THE PROGRAM AWARD FROM THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR THE MANUFACTURED HOUSING OPPORTUNITY AND REVITALIZATION (MORE) PROGRAM IN A LOAN AMOUNT NOT TO EXCEED \$5,000,000

WHEREAS, the California Department of Housing and Community Development ("Department"), as authorized by California Health & Safety Code § 50780 et seq., has issued a Notice of Funding Availability, dated May 2, 2023, as amended November 9, 2023 ("MORE NOFA").

WHEREAS, the County of Riverside, a political subdivision of the State of California ("Public Entity"), submitted an application to the Department in response to the MORE NOFA ("Application") and in the foregoing capacity, was determined to be an eligible Local Public Entity under the MORE Program pursuant to that certain conditional award letter, dated January 3, 2024 ("Conditional Award Commitment").

WHEREAS, pursuant to the Conditional Award Commitment, the Department made a conditional award to the Public Entity in the amount of \$5,000,000.

WHEREAS, the award expressly identified above will hereinafter be referred to as the "Program Award."

NOW THEREFORE, BE IT RESOLVED, that the Public Entity, through its Board of Supervisors of the County of Riverside, State of California, ("Board") in regular session assembled on or about June 4, 2024, in the meeting room of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, and based upon the evidence and testimony presented on the matter, is hereby authorized and directed to act on its own behalf in connection with the Program Award.

RESOLVED FURTHER: Public Entity is hereby authorized and directed to accept and incur an obligation for the Program Award. That in connection with the total amount of the

FORM APPROVED COUNTY COUNSEL
BY: APD AMRIT P. DHILLON
DATE: 5/22/2024

1 Program Award, the Public Entity is authorized and directed to enter into, execute, and deliver the
2 STD 213 Standard Agreement, and any and all other documents required or deemed necessary or
3 appropriate to secure the Program Award from the Department and to participate in the MORE
4 Program, and all amendments thereto (collectively, "Program Award Documents").
5

6 **RESOLVED FURTHER:** Public Entity acknowledges and agrees that it shall be subject
7 to the terms and conditions specified in the STD 213 Standard Agreement, and that the MORE
8 NOFA and the Application will be incorporated by reference therein and made a part thereof.
9 Public Entity also acknowledges and agrees that any and all activities, expenditures, information,
10 and timelines represented and described in the Application are enforceable through the STD 213
11 Standard Agreement. Public Entity also acknowledges and agrees that Program Award funds are to
12 be expended only on the eligible uses and activities identified in the STD 213 Standard Agreement.
13

14
15 **RESOLVED FURTHER:** That the Director of Housing and Workforce Solutions, or
16 designee, is hereby authorized to execute the Program Award Documents on behalf of the Public
17 Entity.
18

19
20 
21 _____
22 Chair of the Board of Supervisors
23 Chuck Washington

24 ATTEST:
25 Clerk of the Board
26 Kimberley A. Rector

27 By: 
28 _____
Deputy

2
3 **RESOLUTION NO. 2024-095**

4 **AUTHORIZING ACCEPTANCE OF THE PROGRAM WARD FROM THE STATE OF**
5 **CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)**
6 **FOR THE MANUFACTURED HOUSING OPPORTUNITY AND REVITALIZATION (MORE)**
7 **PROGRAM IN A LOAN AMOUNT NOT TO EXCEED \$5,000,000**

8
9 **ROLL CALL:**

10
11 **Ayes:** Jeffries, Washington, Spiegel, Perez, and Gutierrez

12 **Nays:** None

13 **Absent:** None

14
15
16 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
17 Supervisors on the date therein set forth.

18
19 KIMBERLY A. RECTOR, Clerk of said Board

20
21 By:  _____
22 Deputy

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME _____
 CONTRACTOR'S NAME _____
- The term of this Agreement is _____ through _____
- The maximum amount of this Agreement after this amendment is: \$ _____
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:
ADDRESS		

FORM APPROVED COUNTY COUNSEL
 BY: . 5/22/2024
 AMRIT P. DHILLON DATE

FORM

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

Manufactured Housing Opportunity and Revitalization (MORE) Program
NOFA Date: 05/02/2023
Approved Date: 05/09/2024
Prep. Date: XX/XX/XXXX

EXHIBIT A

Recipient agrees to comply with all representations contained in the Application, 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

Manufactured Housing Opportunity and Revitalization (MORE) Program
NOFA Date: 05/02/2023
Approved Date: 05/09/2024
Prep. Date: XX/XX/XXXX

EXHIBIT A

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.

EXHIBIT A

- 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.

Manufactured Housing Opportunity and Revitalization (MORE) Program

NOFA Date: 05/02/2023

Approved Date: 05/09/2024

Prep. Date: XX/XX/XXXX

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

Manufactured Housing Opportunity and Revitalization (MORE) Program

NOFA Date: 05/02/2023

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Prep. Date: XX/XX/XXXX

EXHIBIT A

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.

Manufactured Housing Opportunity and Revitalization (MORE) Program

NOFA Date: 05/02/2023

Approved Date: 05/09/2024

Prep. Date: XX/XX/XXXX

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Recipient has been awarded the Loan amount set forth in this Agreement.

2. Conditions of Disbursement

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

- A. Payee Data Record (STD 204) or Government Agency Taxpayer ID Form, as applicable.
- B. An authorizing resolution or set of authorizing resolutions that, in the Department's reasonable determination, materially comports with the Program Requirements (if the Recipient has not already submitted same);
- C. Certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law, or duly adopted Tribally Determined Wage for projects in Indian Country;
- D. Evidence of the insurance coverages required under the Program and/or a written acknowledgment of self-insured status;
- E. Any forms, certifications, or documentation required by the Department, pursuant to the section entitled Disbursements and Draw Requests in Exhibit D of this Agreement; and
- F. Any other forms, certifications, or documentation deemed necessary by the Department prior to disbursement of Loan funds.

EXHIBIT B

3. Terms of Loan

A. Principal Amount: Payments from Program funds shall not exceed the amount set forth for that in Section 3 of the STD Form 213 of this Agreement and shall be the lesser of:

- 1) the principal amount as stated in the Application, or,
- 2) the amount later approved by the Department as consistent with applicable Program Requirements.

B. Interest, Term, and Payment:

- 1) The initial term of the Loan shall commence on the applicable date of the Program loan documents for such Loan as described in Section of 29 Exhibit D of this Agreement (the "Loan Documents") and shall mature ten (10) years from the date of initial disbursement, unless extended in accordance with Section 600 of the MORE Guidelines.
- 2) Interest on the unpaid principal balance advanced under the Loan Documents shall accrue from the date of such advance at the simple interest rate of one percent (1%) per annum.
- 3) Upon the maturity date of the Loan, the principal and accumulated interest will be forgiven by the Department if the Recipient is not in default under any terms of the Loan Documents. Otherwise, the Loan shall be due and payable upon the earlier of (i) the maturity date of the Loan; or (ii) the date of acceleration of the Loan. The Loan may not be prepaid in whole or in part without the prior written consent of the Department.

4. Invoicing and Payment

A. The Department shall disburse Loan proceeds to the Recipient on an advance or reimbursement basis through a series of conditional draws. Disbursement will only be made upon the Recipient's submittal of the STD Form 204 (Payee Data Record) and a Draw Request which complies with

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Prep. Date: XX/XX/XXXX

EXHIBIT B

the conditions set forth in Exhibit D under the section entitled "**Disbursements and Draw Requests.**" The Department shall not authorize payment(s) unless it determines that the Loan proceeds shall be expended in compliance with all applicable Program Requirements.

- B. Recipient shall not expend more than seventeen percent (17%) of the total Loan amount for Administrative Costs and only upon Administrative Costs which are justified for the type and complexity of the Activity. Recipient must maintain records which document each expenditure and which are acceptable to the Department.
- C. The total amount of all Program funds disbursed as advances during the term of the Loan shall not exceed twenty-five percent (25%) of the total amount of the Loan, nor shall such advances exceed Recipient's anticipated volume of closed Grants for the following sixty (60) days. Recipient must expend each advance within 180 days of receipt, and if not fully expended, Recipient must return to the Department the unexpended portion of the advance.

5. Performance & Completion Deadlines

- A. Recipient shall ensure that all Work in connection with each Mobilehome is completed within three (3) years of the execution of the Grant Agreement entered into by the owner of the Mobilehome and Recipient.
- B. All Loan proceeds must be disbursed no later than June 30, 2027 (the "**Disbursement Deadline**") unless the Disbursement Deadline is extended in accordance with Section 604 of the MORE Guidelines. As of the Disbursement Deadline, any Program funds which have not been disbursed in accordance with this Agreement will no longer be available to pay for the cost of the Work.
- C. Recipient's final Draw Request (as that term is defined in section 15 of Exhibit D of this Agreement) and all associated documentation must be submitted to the Department at least three (3) months before the Disbursement Deadline.

EXHIBIT B

- D. This Agreement shall expire on the date set forth in Section 2 of the STD Form 213. All Work must be completed during the term of this Agreement.

6. Sufficiency of Funding

- A. This Agreement is valid and enforceable only if sufficient funds are made available to the Department in the Department's sole discretion. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature, promulgated in state regulations, guidelines, or any state statute which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. The parties to this Agreement mutually agree that if there are insufficient funds for the Program to fully fund the amount set forth in this Agreement, the Department, at its sole discretion, may either amend the Agreement to reflect any reduction in funds, or it may unilaterally cancel the Agreement with fourteen (14) days written notice to the Recipient.
- C. Unless otherwise approved by the Department, upon termination or cancellation of this Agreement, the Recipient shall complete all Work in progress and terminate any other activities that were to be paid for with Program funds. Any unexpended funds received by the Recipient shall be returned to the Department within fourteen (14) days of the Notice of Termination or Notice of Cancellation.

EXHIBIT D

MORE PROGRAM GENERAL TERMS AND CONDITIONS

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD Form 213. The Recipient agrees that Work has not commenced as of the execution of this Agreement and shall not commence before the closing of the Loan, nor shall Recipient expend Program funds for any costs incurred prior to execution of this Agreement by the Department. Recipient further agrees that the Work must be completed as and when specified in this Agreement and is subject to the specified expiration date for this Agreement unless a written request for an extension is submitted and approved by the Department in writing at least ninety (90) calendar days prior to the expiration date of this Agreement. Any extension to the termination date shall require an amendment to this Agreement be executed by all parties prior to the operative expiration date hereof.

2. Disputes

In the event of a conflict between this Agreement or the Program Requirements and any Recipient documents or side agreements, this Agreement and the Program Requirements shall prevail, are applicable and shall be enforceable by the Department, notwithstanding any prior conduct of the Department, including without limitation, the Department's preliminary review of any such documents before, during, or after disbursement of Program funds.

3. Consent

The parties agree that wherever the consent of, approval of, or acceptance by the Department or the Recipient is required under this Agreement, such consent, approval, or acceptance means prior express written consent, approval, or acceptance. The consent, approval, or acceptance of any party, where required, will not be unreasonably withheld, conditioned, or delayed, unless the same is specified as being in that party's sole and absolute discretion or other words of similar import.

4. Mandatory Contractual Obligations

When used in this Agreement, the term "must" and "shall" denote a mandatory contractual obligation and is not permissive.

EXHIBIT D

5. Representations and Warranties

Recipient represents and warrants as follows:

- A. Organization: Recipient is duly organized, validly existing as a legal entity and is in good standing under the laws of the State of California and has the power and authority to engage in the Activities and perform the Work which is the subject of this Agreement. The copies of the documents evidencing the organization of Recipient delivered to the Department are true, complete, and correct copies of the originals, as amended to the date of this Agreement.
- B. Authority of Recipient: Recipient has full power and authority to execute and deliver the Loan Documents and all other instruments, agreements and documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.
- C. Authority of Persons Executing Documents: The Loan Documents and all other instruments, agreements and documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Recipient. All actions required under Recipient's Organizational Documents and applicable governing law for the authorization, execution, delivery and performance of the Loan Documents and all other instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.
- D. No Breach of Law or Agreement: None of the execution or delivery of the Loan Documents and other instruments, agreements and documents executed and delivered, or to be executed or delivered, pursuant to this Agreement, or the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission, or agency whatsoever binding on the Recipient or any provision of the Organizational Documents of the Recipient, or conflict with or constitute a breach of or a default under any agreement to which Recipient is a party.

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- E. Compliance with Laws; Consents and Approvals: The Work performed pursuant to this Agreement will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies having jurisdiction over either the Recipient, the Mobilehome(s), and the property on which the Residents shall reside in the Mobilehome(s) and/or where the Work shall be performed (the "Property"), and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency. All permits, consents, permissions and licenses required by any federal, state or local government or agency to which Recipient, the Property, the Mobilehome(s), or the Work is subject, which may be necessary in relation to this Agreement or the Work, at or prior to the commencement of Work, have been, or will be, obtained, and none of such consents, permissions and licenses are subject to appeal or to conditions which have not been met.
- F. Pending Proceedings: The Recipient is not in default under any law or regulations or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Recipient, threatened against or affecting Recipient, the Property, or the Mobilehome(s), at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Recipient, materially affect Recipient's ability to perform its obligations under this Agreement.
- G. Financial Statements: The financial statements of Recipient and other financial data and information if requested by the Department and furnished by Recipient, fairly represents the financial information contained therein.
- H. Adequacy of Program Funds: The amount of the Program funds allocated to a Mobilehome by Recipient, together with any other funds provided by the recipient or from any other source, shall be adequate to pay for and complete all Work contemplated in connection with the Mobilehome.

6. Use of Funds

Recipient agrees that Program Funds shall be expended only in accordance with applicable statutes and guidelines governing the Program and only for purposes

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and Activities permitted by this Agreement. Upon Loan closing, Recipient shall accept applications from Low-Income Residents for assistance under the Program and do all of the following:

- A. Collect applications for a period of thirty (30) days before disbursing any Loan proceeds. After thirty (30) days, Recipient shall evaluate applications and make funding determinations.
- B. Recipient shall first fund all eligible applications from Low-Income Residents who own a Mobilehome and who have received one or more notices of violation from the Mobilehome Park's enforcement agency for a substandard condition or nuisance pursuant to 25 CCR section 1606, which requires repair and/or alteration to the Mobilehome;
- C. After funding all eligible applications described in section 6(B) above, Recipient shall fund all eligible applications from Low-Income Residents who own a Mobilehome for which one of the licensed professional listed in MORE Guidelines section 400.5(b), or an equivalent for projects located in Indian Country, has issued a report which details one or more substandard conditions or nuisances and the associated subsections of 25 CCR section 1606, remediation of which requires repair and/or alteration of the Mobilehome;
- D. After funding all eligible applications described in section 6(B) and 6(C) above, Recipient shall fund all other applications which are eligible for assistance under the Program.
- E. After completing this initial evaluation and funding of applications received during the first thirty (30) days, Recipient shall repeat the steps set forth above in Sections (6)(A) through (6)(D) until all Loan proceeds have been awarded to Low-Income Residents who are eligible for assistance under the Program.

7. Contractors and Subcontractors

For all Work to be completed on Mobilehomes assisted with Program funds, Recipient agrees to use contractors who are appropriately licensed to perform the Work which the Recipient has authorized contractor to perform and perform the

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Work pursuant to a written contract executed by both the Recipient and contractor. Recipient shall act with due diligence to ensure each such contractor is in good standing with the California State Contractors' License Board or an equivalent licensing entity with jurisdiction over the Project.

Where applicable, the Recipient shall only contract with contractors who are so licensed. If Recipient relies on the Low-Income Resident to select the contractors to perform the Work, Recipient shall require the Low-Income Resident to use only contractors who are so licensed and require that the Work be performed pursuant to a written contract executed by the Resident and the contractor.

8. Oversight & Management of Work

Recipient shall be solely responsible for all aspects of the administration of the Local Program, including without limitation, ensuring completion of the Work on the Mobilehomes, the qualifications of the persons performing the Work, the accuracy of all invoices and demands for payment, and proper application of all disbursements. Recipient shall monitor the performance of Grant Agreements with Residents, if any, to ensure compliance with Program Requirements and this Agreement.

9. Purchase of Materials Under Title Retention Agreement

The Recipient shall not purchase or install or permit to be purchased or installed any materials, equipment, fixtures, or other components in the performance of the Work under any agreements or arrangements wherein the supplier or seller reserves or purports to reserve the right to remove or to repossess any such items or to consider them personal property after their incorporation into a Mobilehome, unless authorized in writing by the Department.

10. Resident Debt, Liens, and Judgements

Recipient shall not expend Program funds on any portion of a Resident's consumer debt, liens, or judgments except as may be permitted under Section 202(d) of the MORE Guidelines, and in each instance, only with the express written consent of the Department.

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11. Maximum Amount of Assistance Per Unit

The maximum amount of each grant awarded to a Low-Income Resident shall be the minimum amount needed to complete the Activities for which the grant was awarded.

12. Fair Housing and Nondiscrimination

The Recipient shall comply with all applicable state and federal laws, rules, guidelines, and regulations that pertain to nondiscrimination and fair housing. Such laws include, without limitation, the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. section 12010 et seq.); the Fair Housing Act at Title VIII of the Civil Rights Act of 1968 (42 U.S.C. section 3601 et seq.) as amended by the Fair Housing Amendments Act of 1988; the California Fair Employment and Housing Act (Government Code section 12900, et seq.); the Unruh Civil Rights Act (Civil Code section 54, et seq.); Government Code section 11135; the Rehabilitation Act of 1973 (29 U.S.C. section 794); and all regulations promulgated pursuant to those statutes, as applicable. These requirements do not apply to Local Programs located in Indian Country.

DISBURSEMENTS AND DRAW REQUESTS

13. General Conditions of Disbursement

Disbursement of Program funds shall be subject to the following conditions:

- A. All conditions to disbursement set forth any other part of this Agreement have been satisfied.
- B. There exists no Event of Default, as defined in this Agreement, or event, omission or failure of condition which would constitute a default or Event of Default after notice or lapse of time, or both that will not be cured concurrently with the funding of the Program Funds.
- C. Recipient has satisfied all requirements for receipt of Program funds in accordance with the applicable statutes and MORE Guidelines.
- D. The Department shall have the right to condition any disbursement upon receipt and approval of such documentation, evidence, or information that

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the Department may request, including, but not limited to, vouchers, invoices, and architect's, inspector's and/or engineer's periodic certifications.

- E. Recipient has submitted for Department review and approval:
- 1) Recipient's Local Program guidelines.
 - 2) Application forms for use by Low-Income Residents seeking Program assistance.
 - 3) Grant Agreement templates for disbursements to be made directly to Residents; and
 - 4) Any other forms and templates for use in the Local Program.

14. Conditions Precedent to Individual Disbursements

The Department shall not be obligated to make any disbursement of Program Funds or take any other actions under this Agreement unless all the following conditions precedent are satisfied:

- A. Recipient confirms that the individuals whom Recipient is assisting with Program funds are Low-Income Residents as that term is defined in the MORE Guidelines.
- B. Recipient confirms that the individuals whom Recipient is assisting own the Mobilehomes for which they are seeking assistance.
- C. Recipient has executed and provided to the Department a Certification and Legal Disclosure which includes a complete disclosure of all persons, entities, and affiliates who will be paid with Program funds for performing Work who also qualify as a "Related Party" under California Code of Regulations Title 4, Section 10302.
- D. Recipient has obtained all permits and approvals required for the performance of the Work or has received from the owner of the Mobilehome

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copies of all permits and approvals required for the performance of the Work.

- E. Where approval by a local public works department, or its equivalent, is required for the Work, Recipient has submitted a statement from that department, or other documentation acceptable to the Department, indicating that the Work has received that approval.
- F. Recipient has obtained all applicable CEQA and NEPA clearances and submitted evidence thereof as required by the Department.
- G. Recipient has provided evidence of financing commitments from other sources for the completion of the Work demonstrating adequate funding is available to complete the Work contemplated in connection with the Mobilehome.
- H. Recipient has provided evidence acceptable to the Department of ongoing compliance with State Prevailing Wage Law to the extent it is applicable to the Work.
- I. Recipient has completed, executed, and submitted to the Department, on a form provided by the Department, a request for disbursement of Program Funds which complies with Section 15 of this Exhibit D.

15. Draw Requests

- A. Application for Payment: Recipient shall request Program funds by submitting a written itemized statement or draw request in a form that is acceptable to the Department (the "Draw Request"), subject to the conditions set forth below. A Draw Request for payment shall be submitted to the Department not more frequently than once monthly. The Department shall determine whether the conditions precedent to its obligation to advance Program funds have been satisfied or, if the Department determines any conditions precedent to its obligations to advance its Program have not been satisfied, whether to waive any of them.

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- B. Contents of Application for Payment: Each Draw Request shall set forth the following for each Mobilehome for which disbursement is requested: (i) a description of Work performed, material supplied and/or costs incurred or due; (ii) the total amount incurred, expended and/or due for the Mobilehome, less prior disbursements; and (iii) the percentage of completion of all the Work contemplated to be done on the Mobilehome.
- C. Delivery of Draw Request: Recipient shall deliver each Draw Request to the Department at its address set forth in Section 7 of Exhibit A to this Agreement, or such other address designated by the Department in writing. Each Draw Request shall be subject to the approval of the Department.
- D. Documentation: Each Draw Request shall be accompanied by the following for each Mobilehome for which disbursement is requested: (i) copies of paid invoices and unconditional lien releases for costs of Work paid with the proceeds of prior Draw Requests (except for the first Draw Request), and conditional (upon receipt of payment) lien releases for costs of Work to be paid with the proceeds of the present Draw Request, which invoices and lien releases shall be considered a part of each Draw Request; (ii) a copy of inspection report or other documentation from localities, municipalities, or other lenders indicating the percentage of Work completed pertaining to present Draw Request; (iii) submission of all lien waivers required by the Department or passage of the applicable statutory periods for filing mechanic and other similar liens; and (iv) any applicable change order(s) that affect or alter the scope of Work.

16. Approval of Draw Request

- A. Procedure: The Department shall within thirty (30) business days after receipt of a Draw Request containing all items described in Section 15, above, determine the amount of the Draw Request to be approved, notify Recipient of such amount, and disburse the approved amount, by state warrant, to the Recipient or designated payee approved by the Department.
- B. Disapproval: Any item in a Draw Request which is not specifically approved within thirty (30) business days shall be deemed disapproved. On the basis of the progress of work performed on the Mobilehome and the conditions

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precedent to making disbursements in this Agreement, and the applicable statutes and MORE Guidelines, the Department may disapprove all or part of a Draw Request. In the event the Department disapproves any portion of the amount requested by Recipient in a Draw Request, the Department shall promptly notify the Recipient in writing of the disapproved amount and the reason, therefore.

- C. Concurrent Review of Draw Request: In the event any item shall be disapproved or deemed disapproved, the Recipient and the Department shall meet and in good faith attempt to resolve the matter to their mutual satisfaction.
- D. Disbursement of Undisputed Amounts: In the event of any dispute, the Department shall disburse the amount of the Draw Request not in dispute and fund any disputed amount promptly upon resolution of the dispute. Disputed amounts shall not be deducted from the Loan but shall be available for disbursement for other approved costs in accordance this Agreement. The Department and Recipient shall seek to resolve any disputes promptly and in good faith.

COMPLETION OF WORK

17. Completion of Work on a Mobilehome

Upon completion of Work on each Mobilehome, Recipient may close out the Grant to the Low-Income Resident who owns the Mobilehome. To close out the Grant, the Recipient must have in its records the following:

- A. Copies of paid invoices and unconditional lien releases for costs of all Work performed in connection with the Mobilehome and paid with the Loan proceeds.
- B. A copy of the certificate of occupancy or equivalent documentation issued by the agency with jurisdiction over such certificates which establishes that the Mobilehome has been approved for human occupancy.
- C. Submission of all lien waivers required by the Department or passage of the applicable statutory periods for filing mechanic and other similar liens for the Work on the Mobilehome.

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- D. A Certificate issued by the Recipient certifying that the Work has been completed on the Mobilehome in accordance with this Agreement.

18. Program Files

If Recipient assisting Low-Income Residents pursuant to Section 400(a) of the MORE Guidelines, Recipient shall maintain records of all Work and expenditures made with the Loan proceeds, including without limitation, a file for each Resident who is assisted (the "Program File"). In addition to the documents described in Section 17, above, each Program File must include, at a minimum, the following documents:

- A. Documentation establishing that the Resident is a Low-Income Resident within the meaning of the MORE Guidelines.
- B. Documentation demonstrating that the Resident owns the Mobilehome.
- C. Documentation of the Activities for which the Grant is requested and the projected cost of Work. For Residents who are eligible for assistance under Section 400.5(a) of the MORE Guidelines, include a copy of the notice(s) of violation from the enforcement agency requiring the Work to be done on the Mobilehome. For Residents who are eligible for assistance under Section 400.5(b) of the MORE Guidelines, include a copy of the report from an appropriate professional which details the conditions and associated subsections of 25 CCR Section 1606 which are to be remediated with Program funds.
- D. A copy of any application form submitted by the Resident for Program funds; and
- E. A copy of a written contract with each contractor who performed any portion of the Work in connection with the Mobilehome.

19. Grant Files

If Recipient is assisting Low-Income Residents pursuant to Section 400(b) of the MORE Guidelines, Recipient shall maintain records of all Work and expenditures made by the Resident with the Loan proceeds. Such records must include, without limitation, a file for each Low-Income Resident who applies for a Grant of Program

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funds (the “Grant File”). The Grant Files of successful grant applicants must include at a minimum, the following documents:

- A. Documentation establishing that the Resident is a Low-Income Resident within the meaning of the MORE Guidelines.
- B. Documentation demonstrating that the Resident owns the Mobilehome.
- C. Documentation of the Activities for which the Grant is requested and the projected cost of Work. For Residents eligible for assistance under Section 400.5(a) of the MORE Guidelines, include a copy of the notice(s) of violation from the enforcement agency requiring the Work to be done on the Mobilehome. For Residents who are eligible for assistance under Section 400.5(b) of the MORE Guidelines, include a copy of the report from an appropriate professional which details the conditions and associated subsections of 25 CCR Section 1606 which are to be remediated with Program funds.
- D. A copy of the Grant application submitted by the Resident.
- E. A copy of a written notice of award delivered to the Resident which sets forth the amount of the grant and date of the award.
- F. A copy of the fully executed Grant Agreement detailing the Work to be completed on the Mobilehome.
- G. A copy of a written contract with each entity employed by the Resident to perform any portion of the Work in connection with the Mobilehome.
- H. Invoices for Work completed in connection with the Mobilehome and any proof of payment of such invoices.
- I. A final certificate of occupancy for the Mobilehome (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates.

DEFAULTS & REMEDIES

20. Events of Default

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The occurrence of any of the following events shall constitute an "Event of Default" hereunder following written notice to the Recipient by the Department, specifying (i) the applicable event, (ii) the action required to prevent such event from becoming an Event of Default, and (iii) a date, which shall be no fewer than fifteen (15) after the date the notice is mailed to Recipient, by which such action must be taken:

- A. Monetary: Recipient's failure to use or apply Program funds in the manner specified by, or consistent with the purposes of this Agreement.

- B. Use:
 - 1) recipient's failure to remedy, within fifteen (15) days of the Department's written demand to do so, any material deviation in the Work from that which is permitted under this Agreement, or defective workmanship, or materials, in each case to the Department's satisfaction; or

 - 2) the cessation of Work on a Mobilehome prior to completion for a continuous period of more than thirty (30) days (unless caused by war, rebellion, insurrection, strike, lockout, boycott or act of God, or other event beyond the Recipient's control as determined in the sole discretion of the Department).

- C. Performance of Obligations: Recipient's failure to perform its obligations under this Agreement, or Recipient's default under any other agreement between the Department and Recipient in connection with the Loan.

- D. Representations and Warranties:
 - 1) any of Recipient's representations or warranties in this Agreement or any other agreement with the Department in connection with the Loan, or any statements, certificates or schedules furnished by Recipient to the Department, shall prove to have been untrue in any material respect when made or the Recipient shall have concealed any material fact from the Department;

 - 2) any of the Recipient's representations or warranties in this Agreement or any other agreement with the Department in

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connection with the Loan, or any statements, certificates or schedules furnished by Recipient to the Department, other than representations, warranties, statements and certificates as to the financial condition of Recipient or any other person, shall cease to be true and shall remain untrue for thirty (30) days after notice of such change to Recipient by the Department; or

- 3) any material adverse change in the financial condition of Recipient from the financial condition represented to the Department as of the date of this Agreement which alters or affects the scope of work.

E. Voluntary Bankruptcy; Insolvency; Dissolution: Recipient's or any general partner of Recipient's:

- 1) filing of a petition for relief under any state or federal law regarding bankruptcy, reorganization, or other relief to debtors;
- 2) filing any pleading in any involuntary proceeding under any state or federal law regarding bankruptcy, reorganization or other relief to debtors which admits the jurisdiction of the court or the petition's material allegations regarding the Recipient's insolvency;
- 3) making a general assignment for the benefit of creditors;
- 4) applying for, or the appointment of, a receiver, trustee, custodian or liquidator of Recipient, any general partner of Recipient or any of their respective properties;
- 5) inability or admission in writing of its inability to pay its debts as they are due; or
- 6) death, if an individual; or the filing by Recipient or any general partner of Recipient of a petition seeking the liquidation or dissolution of Recipient or any general partner of Recipient or the commencement of any other procedure to liquidate or dissolve Recipient or any general partner of Recipient.

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- F. Involuntary Bankruptcy: Recipient's or any general partner of Recipient's failure to affect a full dismissal of any of the following involuntary proceedings:
- 1) petition under any state or federal law regarding bankruptcy, reorganization, or other relief to debtors;
 - 2) proceeding for the appointment of a receiver, trustee or liquidator for Recipient or any general partner of Recipient or all or a material part of the assets of the Recipient or any general partner of Recipient, or
 - 3) petition or proceeding under other state or federal law regarding bankruptcy, reorganization or other relief to debtors that is filed against Recipient or any general partner of Recipient or in any way restrains or limits Recipient or any general partner of Recipient or the Department regarding the Program funds in any event prior to the earlier of the entry of any order granting relief sought in the involuntary petition or proceeding, or sixty (60) days after the date of filing of the petition or beginning of the proceeding.
- G. Attachment: levy, execution, or other judicial seizure of any substantial portion of the assets of Recipient, or any control person or general partner of Recipient, that is not released, expunged, bonded, discharged, or dismissed within thirty (30) calendar days after the attachment, levy, execution, or seizure.
- H. Pendency: of any proceeding challenging the legal existence or authority of Recipient, or any control person or general partner of Recipient.

21. Remedies Upon an Event of Default

Upon the happening of an Event of Default, the Department's obligation to disburse Program funds shall terminate and the Department shall have the right to withhold any further disbursement of Program funds until the default has been cured. Upon the occurrence of an Event of Default, the Department may also, in addition to all other rights and remedies available to the Department hereunder or under the Loan Documents or applicable law, at its option, proceed with any or all remedies set forth herein:

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- A. Terminate this Agreement.
- B. Reimbursement of all sums paid or advanced under the Program due and payable, all without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notice or demand of any kind of character.
- C. Seek an order for specific performance in any court of competent jurisdiction.
- D. Seek any other remedy available in law or at equity.

22. Rights Cumulative, No Waiver

All the Department's rights and remedies provided in this Agreement, granted by law or otherwise, are cumulative and, except as provided herein, may be exercised by the Department at any time. No waiver shall be implied from any failure of the Department to take, or any delay by the Department in taking, action concerning any Event of Default or failure of condition under this Agreement or any Loan Documents, or from any previous waiver of any similar or unrelated Event of Default or failure of condition. Any waiver or approval under any of the Loan Documents must be in writing and shall be limited to its specific terms.

23. Disencumbrance and Negative Points Assessments

Recipient is required to expend all Loan proceeds within the deadlines set forth in this Agreement. If Recipient fails to expend at least ninety-five percent (95%) of the total Loan amount within required deadlines, Recipient's next application for Program funding may receive a penalty which adversely impacts Recipient's ability to qualify for Program funding. Failure to meet the deadlines set forth in this Agreement may also be grounds for the Department to disencumber the remaining unused funds pursuant to the Department's Disencumbrance Policy.

24. Termination by Recipient

- A. Recipient may terminate this Agreement before disbursement of any Loan proceeds upon written request to the Department provided that the Recipient repays the Department the full amount of the award and the Department determines that the Activity is no longer feasible because there

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are an insufficient number of eligible Residents interested in participating in the Program.

- B. Recipient and the Department may terminate the Loan in whole or in part when both parties agree that the continuation of the Activity would not produce beneficial results commensurate with further expenditure. The parties shall agree upon the conditions of the termination and the portion of the Loan terminated. Recipient shall not incur new obligations for the terminated portion of the Loan after the termination becomes effective and shall cancel as many outstanding obligations as possible. All funds disbursed to the Recipient in connection with a termination shall be returned to the Department within fourteen (14) days of the termination.

25. Indemnification and Waiver

- A. Indemnification: Recipient agrees to indemnify the Department and its agents, employees, and officers against, and hold the Department and its agents, employees, and officers harmless from, any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees), of every name, kind and description, which the Department may incur as a direct or indirect consequence of:
- 1) the making of the Loan to the Recipient, except for violations of banking laws or regulations by the Department;
 - 2) Recipient's failure to perform any obligations as and when required by this Agreement or any of the Loan Documents;
 - 3) any failure at any time of any of Recipient's representations or warranties to be true and correct;
 - 4) any act or omission by Recipient, any contractor, subcontractor, material supplier, engineer, architect or other person or entity with respect to the Property, Work or Mobilehome(s); or
 - 5) the presence of hazardous substances on or at the property, the Mobilehome.

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- B. Recipient shall indemnify and hold harmless the Department and its agents, officers and employees as set forth herein regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary on the part of the Department or the Recipient or their respective agents, officers, employees, contractors or subcontractors; provided, however, that Recipient's duty to indemnify and hold harmless hereunder shall not extend to liability arising from gross negligence or willful misconduct of the Department. Recipient's duty to indemnify the Department shall survive the term of this Agreement or the cancellation of the Standard Agreement.
- C. Recipient shall pay immediately upon the Department's demand any amounts owing under this indemnity together with interest from the date the indebtedness arises until paid at the rate of ten percent (10%) per annum. The duty of the Recipient to indemnify and hold harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.
- D. Waiver and Release: The Recipient waives and releases any and all rights to any types of express or implied indemnity against the Department or its agents, officers, or employees.
- E. Waiver: The Recipient expressly waives the protections of Section 1542 of the Civil Code in relation to subparagraphs (a) and (b) above.

LOAN CLOSING REQUIREMENTS

The Department shall not be obligated to close or fund the Loan unless the Recipient has complied with and satisfied all Program Requirements and all the terms and conditions of this Agreement, all in a manner satisfactory to the Department in its sole and absolute discretion, on or before the earlier of the Program Loan closing, the Program Loan closing deadline, or such earlier time, all as indicated herein.

26. Insurance

- A. Prior to the disbursement of funds under this Agreement and thereafter during the term hereof, the Recipient shall obtain, carry, and maintain in force, comprehensive general liability insurance in the amount not less than one million dollars (\$1,000,000) for injury to or death of one person, one

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million dollars (\$1,000,000) for injury to or death of more than one person in one accident, and adequate property damage insurance. All insurance carriers must meet the requirements of the State of California Department of Insurance.

- B. Upon demonstration of cause satisfactory to the Department, the requirements in Section 26.A above may be satisfied by the Recipient k

27. Loan Documents

- A. Recipient must enter into this Agreement and a MORE program Promissory Note with the Department, which shall govern the encumbrance and disbursement of the Loan funds to the Recipient.
- B. Recipient must execute and enter into such additional agreements and documents, as the Department may deem reasonable and necessary to satisfy all applicable Program Requirements and the terms and conditions of this Agreement.

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

The Recipient agrees to comply with all applicable state and federal laws, rules, guidelines, and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Work, the Recipient, its contractors or subcontractors, and any Loan Activity.

29. Survival of Obligations

The obligations of the Recipient as set forth in this Agreement shall survive all Loan closings and the Recipient shall continue to cooperate with the Department and perform acts and provide documents as provided herein.

30. Litigation

- A. The Recipient must notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement, the Department, the Mobilehome, or the Work, and must take such action with respect to the claim or action as is consistent with the terms

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of this Agreement, the Program Requirements, the interests of the Department and the objectives of the Program.

- B. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole and absolute 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 as the provisions of this Agreement are, and shall be, deemed severable.

31. Obligations of Recipient with Respect to Certain Third-Party Relationships

The Recipient agrees it shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Work with respect to which assistance is being provided under this Agreement. The Recipient must comply with all lawful requirements of the Department necessary to ensure the completion of Work, occupancy, and use of the Mobilehome in accordance with this Agreement.

32. Modification or Waiver under AB 1010

The Department reserves the right to waive or modify any requirement under this Agreement, or any Program Requirement, as authorized by and in accordance with Assembly Bill No. 1010 (Chapter 660, Statutes of 2019) ("AB 1010"), which is codified at Health and Safety Code section 50406, subdivision (p). Any special conditions that result from an 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 and state NHTF statutory requirements or federal NHTF regulatory requirements.

33. Audit/Retention and Inspection

- A. Recipient agrees that the Department, its representatives, employees, or its delegates shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient must provide the Department or its delegates with any relevant information requested and must permit the Department or its delegates access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees for the purpose of determining compliance with

Manufactured Housing Opportunity and Revitalization (MORE) Program

NOFA Date: 05/02/2023

Approved Date: 05/09/2024

Prep. Date: XX/XX/XXXX

EXHIBIT D

California Government Code § 8546.7, and inspecting and copying such books, records, accounts, and other material as determined by the Department. Recipient further agrees to maintain such records for a minimum period of four (4) years after final payment under the Agreement unless a longer period of records retention is stipulated.

- B. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of all phases of the Work. At the Department's request, the Recipient must provide, at its own expense, a financial audit prepared by a certified public accountant.
- C. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- D. If there are audit findings, the Recipient must submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, will conclude the audit process, and notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.
- E. If so, directed by the Department upon termination of this Agreement, the Recipient must cause all records, accounts, documentation, and all other materials relevant to this Agreement to be delivered to the Department as depository.

34. Reporting Requirements

Recipient must comply with all reporting requirements set forth in the Program Requirements and applicable law, all if, as, and to the fullest extent applicable to the Work. Additionally, Recipient shall submit for Department review and approval, no later than July 1st of each year, an annual report on forms provided by the Department which shall include, but not limited to, the following information:

Manufactured Housing Opportunity and Revitalization (MORE) Program

NOFA Date: 05/02/2023

Approved Date: 05/09/2024

Prep. Date: XX/XX/XXXX

EXHIBIT D

- A. Recipient's progress in completing the Work and status of all funded Activities.
- B. A description of the Work to be undertaken during the next reporting period.
- C. A description of obstacles encountered which affected completion of any portion of the Work and actions undertaken by Recipient to overcome such obstacles.
- D. A description of actions taken to ensure completion of the Work within expenditure deadlines.
- E. A summary of the Local Program fiscal status including, but not limited to, the total amount of the award; funds drawn; and remaining balance of the award.
- F. Information on the total number of Mobilehomes assisted; and
- G. Information on the total number of Mobilehomes for which Work has been fully completed.

35. Assignment Prohibited

This Agreement must not be assigned, in whole or in part, to any other person without the consent of the Department, in its sole and absolute discretion. The Recipient is the only beneficiary of this Agreement.

36. Invalidity of Statute, Regulation or Use

- A. If a state or federal governmental entity, which has the authority to do so, determines that any use of Loan funds contemplated by this Agreement is unlawful or contrary to any applicable provision of federal or state law, this Agreement shall be deemed modified to eliminate such unlawful use or application and/or to add necessary restrictions or requirements.
- B. In the event of such determination, the Department shall notify Recipient, in writing, of the specific modifications to this Agreement, which are required by such determination. Recipient shall have fifteen (15) calendar days after

Manufactured Housing Opportunity and Revitalization (MORE) Program

NOFA Date: 05/02/2023

Approved Date: 05/09/2024

Prep. Date: XX/XX/XXXX

EXHIBIT D

receipt of such notice to terminate this Agreement and return any and all funds advanced including interest earned on such funds. If Recipient fails to so act within the fifteen (15) day period, the modification shall become part of this Agreement effective on the date of receipt of notice and binding on the parties hereto.

37. Attorney's Fees, Costs

In any action to enforce or relating to this Agreement, the prevailing party shall be entitled to recover from the other party, its costs and expenses, including attorneys' fees. The term "costs and expenses" as used herein shall include all costs and expenses actually and reasonably incurred, including, but not limited to, attorneys' fees; filing, motion, and jury fees; juror food and lodging; taping, videotaping, and transcribing depositions and travel expenses to attend depositions; service of process by a public officer, registered process server, or other means; expenses of attachment including keeper's fees; premiums on surety bonds; ordinary witness fees pursuant to section 68093 of the Government Code; fees of expert witnesses whether or not ordered by the court; transcripts of court proceedings whether or not ordered by the court; court reporters fees as established by statute; investigation expenses in preparing the case for trial; postage, telephone and photocopying charges; costs in investigation of jurors or in preparation for voir dire; models, blowups and photocopies of exhibits; and any other item that is required to be awarded to the prevailing party pursuant to statute as an incident to prevailing in the action at trial or on appeal. Such costs and expenses shall be recoverable whether the services were rendered by a salaried employee of the party or by an independent contractor.

38. Governing Law

This Agreement shall be construed with and be governed by the laws of the State of California, except where Recipient is a Tribal Entity and the Local Program is located in Indian Country then applicable Tribal Law and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Agreement has been accepted by the Department and the Recipient in the State of California. All references to codes refer to the California Codes.

39. Integration

Manufactured Housing Opportunity and Revitalization (MORE) Program

NOFA Date: 05/02/2023

Approved Date: 05/09/2024

Prep. Date: XX/XX/XXXX

EXHIBIT D

This Agreement, together with Exhibit A through Exhibit E attached hereto, incorporating references herein, and enclosures herewith, sets forth all of the promises, agreements, and understandings to date among the parties hereto with respect to the Loan, and there are no promises, agreements, or understandings, oral or written, express or implied, other than as set forth or incorporated herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto., except as expressly authorized in this Agreement.

40. Amendment of this Agreement

No amendment or modification of this Agreement shall be valid unless set forth in an express writing and executed by authorized representatives of all the parties. Any amendment or modification shall become effective as of the date of the authorized Department representative's signature thereto or as of the date specified in the amendment. This paragraph does not apply to amendments or modifications of this Agreement if another paragraph of this Agreement expressly authorizes amendments or modifications in a manner inconsistent with this paragraph.

41. Construction

Each party hereto acknowledges and agrees that each has had opportunity to have independent counsel review this Agreement and each hereby fully waives the application of any law, statute or rule of construction or interpretation, including without limitation California Civil Code Section 1654, to the effect that any ambiguities are to be construed against the drafting party.

EXHIBIT E

Project-Specific Provisions and Special Conditions

The following Special Conditions are applicable to this Standard Agreement:

1. Project Specific Provisions

The following provisions are referenced in and integrated with sections in other Exhibits to this Agreement and shall inform the references made therein.

Provision A.1 – Recipient’s Contract Coordinator (as referenced in Exhibit A, Section 8):

Recipient:	Insert Contact Info Here
Authorized Representative Name and Title:	Insert Contact Info Here
Address:	Insert Contact Info Here
Phone No.:	Insert Contact Info Here
Email Address:	Insert Contact Info Here

2. State Statutory Requirements

For Projects located within Indian Country, the Recipient shall not be required to comply with the following sections of Exhibit C of General Terms and Conditions (GTC 04/2017). Recipient shall not be required to comply with the following sections of said Exhibit C: Section 5

(Indemnification), Section 6 (Disputes), Section 9 (Recycling), Section 10 (Non-Discrimination), Section 11 (Certification Clauses), Section 14 (Governing Law), Section 15 (Anti-Trust Claims), Section 16 (Child Support Enforcement), Section 18 (Priority Hiring of vacancies through CalWorks), Section 19 (Small Business Reporting), and Section 20 (Loss Leader Statute B&PC § 17030).]

3. Jurisdiction and Venue

Except as otherwise expressly provided in this Agreement, the parties intend that any causes of action and/or proceedings to enforce, construe, and determine any

EXHIBIT E

disputes or claims regarding the MORE Program funds Documents as well as any default, breach of contract, injunctive relief, or specific performance remedies, regarding the same, and any actions to foreclose or otherwise realize upon any collateral or security interests securing the obligations evidenced by the MORE Program funds Documents be brought and prosecuted to completion as described below:

[Recipient] or [Co-Applicant] or [Recipient and Co-Applicant] hereby consents to any court of competent jurisdiction over all subject matters described herein, including but not limited to any breach of contract action brought by any of the parties to enforce the terms of the MORE Program funds Documents, or any other appropriate action brought by any of the parties to prosecute any other rights available to the parties hereto arising under or related to the MORE Program funds Documents. [Recipient] or [Co-Applicant] or [Recipient and Co-Applicant] acknowledges that such consent is given without in any way limiting its other rights and remedies, and the Department shall be entitled in said court where appropriate, to pursue, among other things, specific performance, declaratory judgment, injunctive relief (mandatory or prohibitive), mandamus (or a remedy in the nature of mandamus) to prevent or stop violations of any covenants and other provisions hereof, actual and direct damages, receiverships, or to generally protect the real property where the Project is located thereon and the rights and interests of any tenants or occupants thereof or the Department's interests therein. Any right, power, or principle requiring deferral to or exhaustion of remedies in said court or other governmental body of the [INSERT TRIBE] or federal government, is hereby waived and deemed satisfied by [Recipient] or [Co-Applicant] or [Recipient and Co-Applicant], and [Recipient] or [Co-Applicant] or [Recipient and Co-Applicant] and the Department shall not assert the same in said court, as a bar or abatement to the claims of the other.

[Recipient] or [Co-Applicant] or [Recipient and Co-Applicant] agrees that any judicial action, suit, or counterclaim initiated by [Recipient] or [Co-Applicant] or [Recipient and Co-Applicant] against the Department will be in a court of competent jurisdiction. Such waiver is limited to the rights, remedies, default, and enforceability of the provisions of the MORE Program funds Documents, and transfer or assignment of [Recipient] or

Manufactured Housing Opportunity and Revitalization (MORE) Program

NOFA Date: 05/02/2023

Approved Date: 05/09/2024

Prep. Date: XX/XX/XXXX

EXHIBIT E

[Co-Applicant] or [Recipient and Co-Applicant] interest in the Project or MORE Program funds Documents.

4. Vested Rights

The parties acknowledge that the rights, liens, security interests, and remedies described in or provided by this Agreement and the MORE Program [Loan/Forgivable Loan] Documents constitute the property of the Department. Recipient covenants and agrees that it is legally precluded under the Indian Civil Rights Act, 25 U.S.C. § 1302, and other legal precedents from taking such property for a public use without just compensation or from depriving the Department of such property without due process of law or from denying them the equal protection of the laws. Generally, such property and rights, under the other legal precedents referenced, are intended to be protected and enforceable by the courts of the United States, the State of California, and the tribal courts. Specifically, such property and rights under 25 U.S.C. § 1302 are intended to be protected and enforceable by the Tribal Courts and by the courts of the United States.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE

2020 W. El Camino Avenue, Suite 670, 95833
 P. O. Box 952054
 Sacramento, CA 94252-2054
 (916) 263-2771
www.hcd.ca.gov



January 3, 2024

Heidi Marshall, Director, Department of Housing and Workforce Solutions
 County of Riverside
 3403 10th Street, Suite 300
 Riverside, CA 92501

Dear Annjanette Aguilar:

**RE: Conditional Award Commitment and Acceptance of Terms and Conditions
 Manufactured Housing Opportunity and Revitalization (MORE) Program, Round 1
 Notice of Funding Availability, Fiscal Year 2023/2024
 County of Riverside – *Housing and Workforce Solutions*
 Contract No. 23-MORE-18112**

The California Department of Housing and Community Development (“**Department**” or “**HCD**”) issued a Manufactured Housing Opportunity and Revitalization (MORE) Program, Round 1, Notice of Funding Availability on May 2, 2023, and as amended November 9, 2023. The Department is now pleased to inform you of this conditional award to the County of Riverside (“**Awardee**”). This conditional award is a loan in the amount of \$5,000,000 (the “**Conditional Award**”) for the above-referenced project (the “**Project**”) and includes the following:

Program	Award Amount	Contract Number
Acquisition	\$0	N/A
Conversion	\$0	N/A
Rehabilitation	\$0	N/A
Reconstruction	\$0	N/A
Replacement	\$0	N/A
Resident Individual Mobilehome Rehabilitation	\$5,000,000	23-MORE-18112
Replacement for Disaster Response	\$0	N/A
Remediation of Deficiencies or Violations	\$0	N/A

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

I. Applicant Representations – Basis of Conditional Award

In response to the above-mentioned NOFA, the Awardee submitted an application for financing of the Project (that application, and all communications and documentation submitted to the Department in support thereof, the “**Application**”). The Department is making this Conditional Award to the Awardee on the basis of, and in reliance upon, the representations, warranties, projections, and descriptions that the Awardee submitted as part of the Application (the “**Applicant Representations**”).

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

II. Terms and Conditions of Conditional Award

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

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

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

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

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

The Awardee shall execute and deliver a copy of the enclosed Acceptance of Terms and Conditions of Conditional Award to the Department within ten (10) calendar days of the date of this Conditional Award Commitment. The Department will deem this condition to be unsatisfied if it receives an executed Acceptance of Terms and Conditions of Conditional Award that has been substantively modified, altered, or amended in any way. The signed Acceptance of Terms and Conditions of Conditional Award form must be submitted to MORE@hcd.ca.gov.

B. Timely Delivery of Authorization and Organizational Documents

If not provided at the time of application, the Awardee shall deliver to the Department, within sixty (60) calendar days of the date upon this Conditional Award Commitment, a legally sufficient set of Authorization and Organizational Documents, as further described and specified below. Specifically, the Awardee shall deliver a duly adopted authorizing resolution, as well as a complete and duly filed or adopted set of organizational documents and all amendments (the “**Authorization and Organizational Documents**”), for each of the following entities as applicable:

- each Awardee entity; the ultimate borrower of the Conditional Award funds (the “**Borrower**”); and,
- each separate legal entity that is part of the Awardee’s or Borrower’s organizational structure.

Each entity’s resolution must constitute, to the Department’s reasonable satisfaction, an unconditional, duly adopted, and legally binding authorization of the entity to accept the total amount of these Conditional Award funds, to fully participate in the relevant Department program, and to be legally bound by the requirements of the Department program. The Department may agree to an extension of fifteen (15) calendar days based on the Awardee’s demonstration of necessity.

Note: Local Public Entities, as defined in the above-mentioned NOFA and/or Final Program Guidelines, are not required to submit a complete and duly filed or adopted set of organizational documents and amendments. Both the Conditional Award and this Conditional Award Commitment are subject to Health and Safety Code section 50406, subdivision (p), as subsequently amended (“**AB 1010**”).

The Department has posted resolution templates on its website as informational guidance. Please note that use of the resolution templates is not compulsory. However, use of the provided templates will assist in the timely review and approval of the Standard Agreement. While entities may choose to use modified language in their resolutions, Sponsors should be aware that this may delay preparation of the Standard Agreement or, if deemed insufficient, may result in the need to submit a revised resolution.

At any point prior to disbursement, the Department may also require the Awardee to resubmit Authorization and Organizational Documents if the original submittals were determined to be inaccurate or incomplete.

Manufactured Housing Opportunity and Revitalization (MORE) Program, Round 1
Conditional Award Commitment
County of Riverside – *Housing and Workforce Solutions*
Contract No. 23-MORE-18112
January 3, 2024
Page 4

III. Delivery of Standard Agreement

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

Congratulations on your successful Application. For further information, please contact Shirley Chavez, MORE Program Manager, Program Design and Implementation Branch, at (916) 263-5132 or Shirley.Chavez@hcd.ca.gov.

Sincerely,



Jennifer Seeger
Deputy Director
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award form

California Department of Housing and Community Development
Manufactured Housing Opportunity and Revitalization (MORE) Program, Round 1
Notice of Funding Availability

Acceptance of Terms and Conditions of Conditional Award

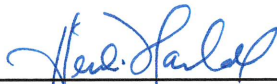
County of Riverside (“Awardee”) Housing and Workforce Solutions (“Project”)
--

MORE Program NOFA award totaling \$5,000,000 (“Conditional Award”), as detailed below:

Program	Award Amount	Contract Number
Acquisition	\$0	N/A
Conversion	\$0	N/A
Rehabilitation	\$0	N/A
Reconstruction	\$0	N/A
Replacement	\$0	N/A
Resident Individual Mobilehome Rehabilitation	\$5,000,000	23-MORE-18112
Replacement for Disaster Response	\$0	N/A
Remediation of Deficiencies or Violations	\$0	N/A

By signing this Acceptance of Terms and Conditions of Conditional Award, the Awardee acknowledges having read and fully understood the terms and conditions of the Conditional Award Commitment, dated January 3, 2024, in connection with the Project.

In addition, the Awardee acknowledges that it has reviewed and verified the accuracy of the project report prepared by the Department on December 28, 2023 for the Project.



 Heidi Marshall, Director, Department of Housing and Workforce Solutions
 County of Riverside

1/16/2024

 Date

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

Authorized Representatives Verified

All Parties Signed

Date Received: _____

**Riverside County Board of Supervisors
Request to Speak**

Online

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject to
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Mariela Loera

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 3.28

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

Lopez, Daniel

From: Aquia Mail
Sent: Monday, June 3, 2024 3:46 PM
To: mloera@leadershipcounsel.org
Cc: Clerk of the Board
Subject: Request to Speak Web Submission



Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20240604.** You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on June 3, 2024

Submitted values are:

First Name

Mariela

Last Name

Loera

Phone

9097288680

Email

mloera@leadershipcounsel.org

Agenda Date

06/04/2024

Agenda Item # or Public Comment

3.28

State your position below

Support