

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 500, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov



July 8, 2019

Kenneth L. Sauder, President
Wakeland Housing and Development
Corporation
1230 Columbia Street, Suite 950
San Diego, CA 92101

Al Zelinka, City Manager
City of Riverside
3900 Main Street, 5th Floor
Riverside, CA 92522

Dear Kenneth L. Sauder and Al Zelinka:

**RE: Award Announcement - AHSC Program FY 2017-18 NOFA, Round 4
PIN 43979 – Mission Heritage Plaza**

The Department of Housing and Community Development (Department) and the Strategic Growth Council (SGC) are pleased to announce Wakeland Housing and Development Corporation and the City of Riverside have been awarded an Affordable Housing and Sustainable Communities (AHSC) program award in the amount of \$16,826,931. This letter constitutes notice of the award as approved by SGC on June 21, 2019 of the following AHSC Program funds:

AHSC Program <i>Loan</i> Funds		AHSC Program <i>Grant</i> Funds	
Amount Awarded	\$7,030,231	Amount Awarded	\$9,796,700
Contract Number	19-AHSC-12774	Contract Number	19-AHSC-12775

Wakeland Housing and Development Corporation and the City of Riverside will be able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing by the Department. In addition, grant expenditures may not be incurred prior to the execution of the Standard Agreement.

Please be advised that this award is subject to the terms and conditions of the Standard Agreement, which must be fully executed within ninety days of the date of this award letter. Failure by Wakeland Housing and Development Corporation and the City of Riverside to sign and return the Standard Agreement upon receipt from the Department within this timeframe may result in award cancellation.

Congratulations on your successful application. For further information, please contact Craig Morrow, Section Chief, at (916) 263-6547 or Craig.Morrow@hcd.ca.gov.

Sincerely,

Mark Stivers
Deputy Director

AHSC Co-Applicant Agreement

This AHSC Co-Applicant Agreement (this "Agreement") is made as of October 6, 2020 ("Effective Date"), by and between the City of Riverside, a California charter city and municipal corporation (the "City"), and Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation (the "Developer"), acting as the sole member and manager of Wakeland Mission Heritage LLC, the managing general partner of Mission Heritage LP, a California limited partnership (collectively with the City, the "Parties," each a "Party"), with reference to the following:

RECITALS

- A. Mission Heritage LP, a California limited partnership, is the owner of certain real property located at 3901 and 3933 Mission Inn Avenue and 3942 6th Street in Riverside, California (the "Property").
- B. Mission Heritage LP (the "Partnership"), through Wakeland Housing and Development Corporation, the sole member and manager of Wakeland Mission Heritage LLC, the managing general partner of Mission Heritage LP, will develop and construct the Property as a mixed use development, consisting of approximately eight thousand (8,000) square feet of commercial space and a multifamily, affordable housing development of approximately seventy-two (72) Affordable Units, including one (1) unrestricted Manager's Unit, together with any improvements appurtenant thereto ("Project").
- C. The State of California, acting through the Strategic Growth Council and the Department of Housing and Community Development ("HCD"), issued a notice of funding availability dated November 1, 2018 (the "AHSC NOFA"), under the Affordable Housing and Sustainable Communities ("AHSC") program established under Division 44, Part 1 of the Public Resources Code, commencing at Section 75200.
- D. The Parties jointly applied for funds under the AHSC NOFA to provide funding for the Project, as well as funding for transportation-related public improvements to be constructed by the City.
- E. HCD awarded the Parties an aggregate amount of Sixteen Million Eight Hundred Twenty-Six Thousand Nine Hundred Thirty-One Dollars (\$16,826,931) in AHSC program funds (collectively, the "AHSC Financing"), as follows:
 1. A permanent loan for the Project (the "AHSC Loan") in the amount of Seven Million Thirty Thousand Two Hundred Thirty-One Dollars (\$7,030,231); and
 2. A grant (the "AHSC Grant") in the amount of Nine Million Seven Hundred Ninety-Six Thousand Seven Hundred Dollars (\$9,796,700).
- F. The AHSC Grant consists of:
 1. Three Million Five Hundred Eighty-Five Thousand Dollars (\$3,585,000) for Housing-Related Infrastructure Improvements (the "HRI Improvements");

2. Four Million Nine Hundred Fifty-Five Thousand Dollars (\$4,955,000) for Sustainable Transportation Infrastructure projects ("STI Improvements");
 3. One Million Forty-Five Thousand Dollars (\$1,045,000) for Transit-Related Amenity projects ("TRA Improvements"); and
 4. Two Hundred Eleven Thousand Seven Hundred Dollars (\$211,700) for Eligible Program Costs (the "PGM").
- G. The STI Improvements include the following, which are more particularly described in the Parties' AHSC application, attached hereto as Exhibit "A" ("Application"): (1) pedestrian and bikeway mode shift improvements ("Mode Shift Improvements"); (2) two bike share stations ("Bike Share Stations"); and (3) a multi-modal transit hub ("Transit Hub").
- H. The TRA Improvements include the following, which are more particularly described in the Application: (1) installation of new bus stop and improvement of existing bus stops ("Bus Stop Installation"); (2) urban greening project along Fairmount Boulevard and Mission Inn Avenue ("Avenue Urban Greening"); and (3) urban greening at the Transit Hub ("Transit Hub Urban Greening").
- I. The PGM component includes subsidizing bus passes for residents of the Project (at a maximum rate of Seventy-Five Dollars (\$75) per month per Affordable Unit for three years) ("Bus Passes") and transit riding training ("Training") for residents of the Project. The Bus Passes and Training are referred to in this Agreement as the "Ridership Programs".
- J. The AHSC Loan will be made to the Partnership from HCD, for permanent financing of the Project. The Developer is required to enter into a Standard Agreement for the AHSC Loan ("AHSC Loan Standard Agreement"). Developer will also provide the portion of the ASHC Grant designated for the HRI Improvements to the Partnership for use in connection with the Project.
- K. The AHSC Grant will be made to the City and the Developer. The City and the Developer are required to enter into a Standard Agreement for the AHSC Grant ("AHSC Grant Standard Agreement").
- L. The Developer will utilize a portion of the AHSC Grant for the following purposes:
1. Three Million Five Hundred Eighty-Five Thousand Dollars (\$3,585,000) for HRI Improvements (which funding shall be provided to the Partnership from Developer);
 2. Two Hundred Fifteen Thousand Dollars (\$215,000) for design of Mode Shift Improvements, which are STI Improvements;
 3. Thirty-Nine Thousand Seven Hundred Fifty Dollars (\$39,750) for design of the Bike Share Stations, which are STI Improvements.
 4. Six Hundred Thousand Dollars (\$600,000) for the Avenue Urban Greening, which is a TRA Improvement; and

5. One Hundred Ninety-One Thousand Seven Hundred Dollars (\$191,700) for Bus Passes, which is a PGM cost.
- M. Additionally, the Developer will utilize a portion of the AHSC Grant to provide funds to the Riverside Transit Agency, a California joint powers agency ("RTA"), for the following purposes:
1. One Million Five Hundred Ten Thousand Four Hundred Seventy-One Dollars (\$1,510,471) for partial funding of RTA's expansion of the Transit Hub, which is an STI Improvement;
 2. Twenty-Five Thousand Dollars (\$25,000) for design costs related to the Bus Stop Installation, which is a TRA Improvement;
 3. Twenty Thousand Dollars (\$20,000) for design costs related to the Transit Hub Urban Greening, which is a TRA Improvement; and
 4. Twenty Thousand Dollars (\$20,000) for Training, which is a PGM cost.
- N. Recital Land Recital M shall be collectively referred to as "Developer Work."
- O. The City will utilize a portion of the AHSC Grant for the following purposes, collectively, the "City Work":
1. Two Million Nine Hundred Sixty-Nine Thousand Seven Hundred Seventy-Nine Dollars (\$2,969,779) for construction of the Mode Shift Improvements; and
 2. Two Hundred Twenty Thousand Dollars (\$220,000) for the acquisition and installation of the Bike Share Stations, which is a TRA Improvement.
- P. In executing the AHSC Loan Standard Agreement and the AHSC Grant Standard Agreements, and any related funding agreements with HCD (collectively, the "AHSC Documents"), the Parties will be jointly and severally liable for the full and timely performance of all obligations set forth in the AHSC Documents, including completion of the Project and the HRI Improvements, STI Improvements, TRA Improvements, and PGM work.
- Q. The inability or failure by either Party to fully and timely complete that Party's respective improvements required by the AHSC Documents may affect the timing and right of the other Party to receive disbursements of AHSC Financing due the other Party, notwithstanding the other Party's full and timely performance of its obligations.
- R. Each Party desires to enter into this Agreement to set forth its agreement to indemnify the other parties relating to performance of its respective obligations under the AHSC funding application and the AHSC Documents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The Parties hereby acknowledge and agree that each of the Recitals above is true and correct.

Section 2. Mutual Obligations of the Parties.

(a) Commercially Reasonable Efforts. Each Party shall exercise all commercially reasonable, good faith efforts to do all things at all times necessary to commence and complete its respective work and obligations under the AHSC Documents.

(b) Status Updates. Each Party shall provide the other Parties with written monthly status reports on its respective obligations under the AHSC Documents.

(c) Document Requests. Each Party shall make available copies of any documents reasonably requested by another Party related to its respective obligations under the AHSC Documents.

(d) Notice of Potential Delay in Meeting Milestones. If any Party anticipates missing targeted construction or grant disbursement milestones for its respective obligations under the AHSC Documents, it shall notify the other Parties in writing as soon as reasonably possible. Upon notice under this subsection (d), the Parties shall promptly meet to discuss: (i) the reasons the milestone dates may not be met; (ii) any actions the delayed Party shall take to meet the milestone; and (iii) any other solutions to rectify the Project schedule in order to maintain good standing with the terms and conditions of the AHSC Documents.

(e) Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws in the performance of this Agreement, including, without limitation, the following:

1. Competitive Bidding Requirements. The Parties shall select one or more duly licensed contractors to complete the work, in compliance with all applicable federal, state, and local requirements.

2. Labor Code Compliance. The Parties shall include the Labor Code compliance requirements, attached hereto and incorporated herein as Exhibit "B" ("Labor Code Requirements") in any call for bids or construction contract for the work. The Parties shall not enter into any contract for the construction of the work without verifying that the contractor is registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. Following any notice of award with a construction contractor, the Parties shall register the project with the Department of Industrial Relations as required by law.

3. Accessibility. The Parties shall ensure that the work is constructed in compliance with all federal, state, and local requirements for accessibility for persons with disabilities. To the extent that construction of the work would trigger any obligation to bring other existing improvements into compliance with disability access laws, the Parties will comply with such obligation.

4. Non-Discrimination. Any construction contract for the work shall contain a clause prohibiting discrimination in violation of federal, state, or local law, including on

the basis of race, color, creed, sex, sexual orientation, gender, gender identity, marital or family status, national origin, age (over 40), military and veteran status, and disability. The Parties shall require the construction contractor to include the same provision in any subcontract for work under the construction contract.

5. Environmental Laws. The Parties shall comply with, or ensure compliance with, all applicable environmental laws in the performance of all work under this Agreement, including, without limitation, the California Environmental Quality Act.

6. Conflicts of Interest. The Parties shall require any construction contractor to certify that it, its officers, employees, subcontractors, and agents, do not, and will not, have, maintain, or acquire, a direct or indirect conflict of interest in relation to the construction contract, or in the performance thereof, that violates any federal, state, or local conflict of interest law, including Government Code Section 1090, et seq., and the Political Reform Act, Government Code Section 81000, et seq., and their accompanying regulations.

(f) Reporting Damages. Each Party shall report any transaction or occurrence relating to the construction of its work for which the Parties may have significant exposure to liability. Such report shall be made immediately by phone and within one (1) business day in writing the authorized representative of the other Party. The written report shall describe the incident with reasonable particularity, including a description of the nature of the damages and the identity and contact information (if available) of any witnesses. The report shall also identify any insurance policy that may be available to cover the damage.

(g) Insurance. Without limiting any Party's obligations under this Agreement to release, hold harmless, indemnify, and defend the other under this Agreement or any other agreement between them, each Party shall at all times during the construction of any of its work, maintain, or cause its contractor(s) to maintain insurance to cover claims arising from such construction, in amounts and types, and subject to such conditions, as requested by the other Party.

(h) Environmental Warranties and Covenants.

1. Hazardous Materials Defined. For purposes of this section, the term "Hazardous Materials" means any substance or material capable of posing a risk of injury to health, safety, or property, including materials and substances designated as hazardous, or for which remediation is required, pursuant to any federal, state, or local law.

2. Contractor Obligations. Any contract for construction shall include a provision requiring that the contractor will not use, generate, manufacture, produce, or release any Hazardous Material, or cause or allow any subcontractor or other person to do the same, on or about any public or private property in the performance of work under the construction contract, except in compliance with all applicable environmental laws.

(i) Assurances. The City and the Developer recognize that each Party may need additional assurances from the other Party regarding the AHSC Financing before commencement of construction, including assurances to lenders and investors. The Parties agree to cooperate with each other to reach mutual agreement on amendments to this Agreement or any

other sub-agreements. The Developer recognizes that any such amendments or sub-agreements may require City Council approval.

Section 3. Obligations of the City.

(a) Draw Requests; Use of Funds. The City shall submit to HCD all draw requests for AHSC Grant funds for the costs associated with construction of the City Work and shall apply those funds to pay invoices for the same.

(b) Completion of City Work. The City shall be solely responsible for the performance and completion of the City Work in accordance with the AHSC Documents and all approved design and construction documents. The City will make good faith efforts to commence the City Work by December 30, 2021 and complete the City Work by June 30, 2022. The City's responsibility includes the following, in addition to completing the City Work: (i) furnishing materials necessary to complete the City Work; (ii) acquiring any and all real property interests necessary to complete the work, including any and all rights of way or public or private utility easements or authorizations necessary to accommodate the improvements; (iii) obtaining any required permits, licenses, or other entitlements; and (iv) complying with all applicable federal, state, and local laws in performance of the City Work.

(c) Cost Overruns. The City shall be responsible for paying all costs required to complete the City Work irrespective of whether such costs exceed the AHSC Grant proceeds allocated to the City Work under the ASHC Documents and this Agreement.

(d) Greenhouse Gas Reduction Reporting. To the extent feasible, the City shall cooperate with the Developer and assist in responding to any reporting requests in connection with Developer's obligation to monitor and report on reductions in greenhouse gas emissions during the term of the AHSC Documents.

(e) Developer's Work. The City shall cooperate with RTA and Developer in obtaining any City approvals needed in connection with the Developer's Work.

(f) Inspections; Final Acceptance of Work. At all times during the construction of the City Work, upon forty-eight (48) hours prior notice, the City shall provide, or shall cause contractor(s) to provide safe access to the Developer and its consultants to inspect the work to ensure compliance with this Agreement and the AHSC Documents.

Section 4. Obligations of Developer.

(a) Design of City Work. The Developer shall endeavor in good faith to ensure completion of the design for the City Work in time for construction to commence on schedule.

(b) Ridership Programs. The Developer shall fund or cause the Partnership to fund, the Ridership Programs, and shall seek reimbursement out of the AHSC Grant.

(c) Preparation of Plans and Specifications. The Developer shall cause to be prepared the plans for the following components of the City Work: painting of the cross walk, paving of five alleys, and plans related to installation of two bike share stations.

(d) Draw Requests; Use of Funds. The Developer shall, (i) submit to HCD all draw requests for AHSC Grant funds for the costs associated with the Developer Work, (ii) apply funds for the Developer Work to pay invoices for the same, and (iii) pass funds to RTA for the portion of the Developer Work to be performed by RTA.

(e) Completion of Developer Work; Overruns. The Developer shall be solely responsible for the performance and completion of the Developer Work in accordance with the AHSC Documents and all approved design and construction documents. In addition to completing the Developer Work, the Developer shall be responsible for paying all costs required to complete the Developer Work irrespective of whether such costs exceed the AHSC Grant proceeds allocated to the Developer Work.

(f) AHSC Loan; Completion of the Project. The Developer acknowledges that the cost of completing the Project will exceed the amount of the AHSC Loan and agrees to be solely responsible for complying with the terms of the AHSC Loan, including the completion of the Project in accordance with the AHSC Documents and all approved design and construction documents.

(g) Greenhouse Gas Reduction Reporting. The Developer assumes responsibility for any monitoring or reporting of reductions in greenhouse gas emissions during the term of the AHSC Documents.

Section 5. Indemnities.

(a) City Indemnity. The City is responsible for using a portion of the AHSC Grant proceeds in the amount of One Million One Hundred Eighty-Nine Thousand Seven Hundred Seventy-Nine Dollars (\$1,189,779) to complete the City Work and to comply with the HCD requirements related to such work. The City shall release, indemnify, defend (with counsel approved by Developer), and hold the Developer and its respective officers, directors, members, managers, partners, employees, agents, and consultants (collectively, "Developer Indemnitees") harmless from and against any and all claims, losses, costs, damages, liability and judgments, including reasonable attorneys' fees (with counsel of Developer's choice) (collectively, "Claims"), incurred by or asserted against any Developer Indemnitees arising in connection with the City's failure to complete the City Work (and comply with the related HCD requirements) in accordance with any term or condition in the AHSC Grant Standard Agreements or this Agreement, including those breaches or defaults by the City that trigger a default by the Developer under the AHSC Loan Standard Agreement; provided, that the City's indemnification obligations under this Agreement shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Developer Indemnitees. It is further agreed that the Developer does not and will not waive any rights against the City that each may have by reason of this Agreement because of Developer's acceptance, or City's deposit with Developer, of any of the insurance policies.

(b) Developer Indemnity. The Developer is responsible for using a portion of the AHSC Grant proceeds in the amount of Four Million Six Hundred Thirty-One Thousand Four Hundred Fifty Dollars (\$4,631,450) to complete the Developer Work and to comply with the HCD requirements related to such work and is also responsible for using the AHSC Loan, in the amount of Seven Million Thirty Thousand Two Hundred Thirty-One Dollars (\$7,030,231), to finance the Project. The Developer shall release, indemnify, defend (with counsel approved by the City), and hold the City and its elected officials, officers, employees, agents, and consultants (collectively, "City Indemnitees") harmless from and against any and all Claims incurred by or asserted against any City Indemnitees arising in connection with the Developer's failure to complete the Developer Work or the Project (and comply with the related HCD requirements) in accordance with any term or condition in the AHSC Grant Standard Agreements, the AHSC Loan Standard Agreement, or this Agreement, including those breaches or defaults by the Developer that trigger a default by the City under the AHSC Grant Standard Agreements; provided, that Developer's indemnification obligations under this Agreement shall not extend to Claims resulting solely from the gross negligence or willful misconduct of City Indemnitees. It is further agreed that the City does not and will not waive any rights against Developer that it may have by reason of this Agreement because of the City's acceptance, or Developer's deposit with the City, of any of the insurance policies.

(c) Limitation. Notwithstanding the foregoing, neither Party is to be liable to the other Party, or any third party seeking to enforce the obligations herein, for any consequential, special or indirect losses or damages, including lost profits, whether or not the likelihood of such losses or damages was known by the Party. However, this limitation shall not limit liability resulting from gross negligence, bad faith, or willful or intentional misconduct.

Section 6. Developer Step-In Rights.

(a) Work Takeover Notice. If the Developer reasonably determines that there is a substantial risk that the City shall not meet its deadline under the AHSC Documents to complete the City Work, the Developer shall have the right, but not the obligation, to step in and take over the performance of the City Work by delivering written notice to the City ("Work Takeover Notice").

(b) Cooperative Steps. Within five (5) business days of the Work Takeover Notice, the Parties shall meet to discuss the cooperative steps to be taken for the Developer to complete the work timely. Such cooperative steps may include, but not be limited to, the following: joint notice by the Parties to HCD and to any other entity that any Party may request or require; joint responses, if requested, to information requested by any interested third party; execution and joint submittal by the Parties of any plans or other design or construction documents or changes thereto that may need to be approved prior to the commencement of construction of the City Work; execution and joint submittal by the City with the Developer of any applications for governmental or other approvals that may be needed for the commencement or completion of the City Work; and cooperation by the City to assist the Developer in meeting all applicable state or local public works requirements for constructing the City Work.

(c) Developer Assumption of Performance. If the Developer takes over the performance of the City Work, the Developer shall exercise commercially reasonable diligence to

Section 10. Term; Termination and Remedies.

(a) Term. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by mutual agreement of the Parties or until terminated pursuant to subsection (b) below.

(b) Termination. In the event of any material breach (“Default”) of this Agreement by either Party, the non-defaulting Party may provide notice of the Default to the defaulting Party, and the defaulting Party shall cure the Default within ten (10) days thereof; provided that if the Default is not reasonably capable of being cured within ten (10) days, then the defaulting Party shall commence a cure within ten (10) days and shall cure the Default as promptly as reasonably possible. If the Default is not cured following notice and a reasonable opportunity to effectuate a cure, the non-defaulting Party may provide the defaulting Party notice of its intent to terminate this Agreement. Within five (5) days of such notice, unless otherwise agreed, the Parties shall meet and confer in good faith in an attempt to resolve their dispute. If the Parties are unable to resolve their dispute informally, the non-defaulting Party may terminate this Agreement on written notice to the other Party and may pursue any and all remedies available to it.

(c) Remedies Cumulative. The remedies provided for under this Agreement, including the Developer’s step-in rights, are cumulative of every remedy available at law or in equity for any breach of this Agreement or the AHSC Documents.

Section 11. Interpretation.

(a) Headings. Headings in this Agreement are for convenience of reference only, and shall not affect its construction or interpretation.

(b) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, the unenforceable provision will be severed, and the remainder of the Agreement shall remain valid and enforceable to the fullest extent permitted by law except as necessary to avoid a result that the Parties cannot have intended.

(c) Integration; Amendment. This Agreement and the AHSC Improvements Agreement between the Parties contains the entire agreement between the Parties regarding the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of this Agreement shall be signed by both Parties or their respective successors in interest.

(d) Neutral Interpretation. This Agreement represents the contributions of both Parties, each of whom has had the opportunity to seek advice of competent counsel, and the rule stated at Civil Code Section 1654, that ambiguities in an agreement be construed against the drafter, shall not apply to the interpretation hereof.

(e) Relationship of the Parties. Except as otherwise expressly provided in this Agreement, this Agreement shall not be construed to create a relationship of principal and agent between the Parties or with any third party. The Parties are independent contractors and have no authority to bind one another without express consent.

(f) Governing Law. This Agreement shall be construed according to the laws of the State of California.

Section 12. Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties.

Section 13. Venue. Venue for all litigation arising out of this Agreement shall be proper in the Superior Court of California, County of Riverside.


Section 14. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were an original thereof. The signatories of this Agreement warrant that they have authority to execute it on behalf of their respective Parties.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DEVELOPER:

WAKELAND HOUSING
DEVELOPMENT CORPORATION, a
California nonprofit public benefits
corporation,


By: 
Name: Rebecca Louie
Title: VP/COO

CITY:

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
Al Zelinka
City Manager

APPROVED AS TO FORM:

By: 

Lauren Sanchez
Deputy City Attorney

ATTEST:

By: _____
Colleen Nicol
City Clerk

EXHIBIT "A"

Application

See City files for AHSC application dated February 5, 2019 and related award dated July 8, 2109

EXHIBIT "B"

**Labor Code Requirements of Round 4 AHSC Guidelines and California Department of
Housing and Community Development Uniform Multifamily Housing Regulations**