

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(MIDWAY/BAYSHORE REDEVELOPMENT PROJECT)

This Exclusive Negotiating Rights Agreement (this "Agreement") is entered into as of this March 21, 2018 (the "Effective Date"), by and between the Housing Authority of the County of San Mateo, a public body, corporate and politic, organized and existing under the laws of the State of California (the "Authority"), and MidPen Housing Corporation, a nonprofit public benefit corporation (the "Developer"). The Authority and the Developer are collectively referred to herein as the "Parties" and sometimes individually as a "Party".

RECITALS

A. The Authority owns or controls certain real property located in the City of Daly City at 47 Midway Drive and 45 Midway Drive and depicted in Exhibit A attached hereto (the "Site" or, the "Property"), and consisting of APNs 005-330-020; -030; -040; -050; -060; -070; -080; -090; -100; -110; -120; -130; -140; -150; -160; -170; -180; -190; -200; -210; -220; -230; -240; -250; -260; -270; -280; -290; -300; -310; -320; -330; -340; -350; -360; -370; -380; -390; and -400.

B. On June 29, 2017, the Authority issued a Request for Proposals ("RFP") to select a developer to develop on the Site an affordable housing development consistent with the general goals and requirements contained in the RFP (the "Development").

C. Through the RFP process, the Developer was selected as the developer of the Site.

D. The purpose of this Agreement is to establish: (1) the general tasks to be undertaken by the Developer and the Authority during the term of this Agreement and as more particularly described in Article 2 of this Agreement and the Schedule of Performance ("Schedule of Performance") attached hereto as Exhibit B; (2) the procedures and standards for the negotiation by the Parties of a Disposition and Development Agreement (the "DDA"); (3) the terms, if any, under which the Authority may provide financial assistance to the Developer for predevelopment expenses to be incurred in connection with the Development (the "Authority Assistance"); and (4) the relationship between the Developer and the Authority, including whether the Parties should serve as co-developers of the Development. As more fully set forth in Section 3.1, the Parties acknowledge and agree that this Agreement in and of itself does not obligate either Party to acquire or convey any property, does not grant the Developer the right to develop the Development, and does not obligate either Party to engage in any activities or incur any costs to develop the Development other than those activities set forth in Article 2 of this Agreement and the Schedule of Performance.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1. EXCLUSIVE NEGOTIATIONS

Section 1.1 Good Faith Negotiations. During the Negotiating Period as defined in Section 1.2 below, and subject to the terms and conditions of this Agreement, both the Authority and the Developer shall proceed diligently and in good faith regarding negotiation and documentation of the potential terms, conditions, covenants, restrictions and agreements of a DDA between them and the terms of any Authority Assistance pursuant to such a DDA. The issues to be addressed in the negotiations include at a minimum: (i) the terms of the phased conveyance of portions of the Site to the Developer; (ii) the physical and land title conditions of the Site and remediation of any adverse conditions on the Site; (iii) the type of entitlements necessary for the Development; (iv) the design, density, programming, unit mix and phasing of the Development; (v) the general scope of community and resident outreach and engagement; (vi) the specific roles, rights and responsibilities of each Party (vii) the development schedule for the Development; and (viii) financing of the Development (including, without limitation, the terms of the Authority Assistance). The Parties may include additional issues in the negotiations at their mutual agreement. The Parties shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 of this Agreement to facilitate the negotiation of a mutually satisfactory DDA and the terms of any Authority Assistance and shall exercise reasonable efforts to complete discussions relating to the terms, conditions, covenants or restrictions of a DDA and any Authority Assistance, all as may be mutually acceptable to both the Authority and the Developer. The exact terms and conditions of a DDA and the Authority Assistance, if any, shall be determined during the course of these negotiations. During the Negotiating Period, the Developer shall also undertake and use all commercially reasonable efforts to complete the actions described in the Schedule of Performance within the time period specified for each such action in the Schedule of Performance. During the Negotiating Period, the Schedule of Performance may be amended with the mutual consent of the Parties.

Section 1.2 Negotiating Period. The negotiating period under this Agreement is a period of 240 days, commencing on the Effective Date (the "Negotiating Period"). The Negotiating Period may be extended twice, each time for an additional 90-day period by the written agreement by the Parties, as provided below. The Executive Director of the Authority, or the his or her designee, has the authority to agree to such an extension on behalf of the Authority if, in the Executive Director's or designee's judgment, sufficient progress has been made toward the execution of a mutually acceptable DDA and the terms of the Authority Assistance, if any, during the Negotiating Period to merit such an extension. The Executive Director or his or her designee also has the authority to agree to such an extension if additional tasks triggered by the

environmental review process and required to be completed prior to approval of the DDA necessitate such an extension..

If a DDA has not been executed by the Parties prior to the expiration of the Negotiating Period or mutually agreed upon extension of the Negotiating Period, then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement. If a DDA is executed by the Parties prior to the expiration of the Negotiating Period or mutually agreed upon extension of the Negotiating Period, upon the execution of the DDA, this Agreement shall terminate, and all rights and obligations of Parties shall be as set forth in the executed DDA and any documentation evidencing the Authority Assistance, if applicable.

Section 1.3 Exclusive Negotiations. During the Negotiating Period, the Authority shall not negotiate with any entity, other than the Developer, regarding development of the Site, or solicit or entertain bids or proposals to do so.

ARTICLE 2. NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the DDA, the Parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 2 of this Agreement in a timeframe that will support negotiation and execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period.

Section 2.2 Financing and Costs of Development. Within forty-five (45) days of the execution of this Agreement and as set forth in the Schedule of Performance, the Developer will provide the Authority with a preliminary financial analysis for the construction of the Development. The financial analysis submitted by the Developer shall be refined by the Parties during the Negotiating Period and as otherwise provided in the DDA.

Section 2.3 Predevelopment Authority Assistance. As soon as reasonably possible, the Developer will provide the Authority with a predevelopment budget for work to be undertaken beginning at the execution of this Agreement and ending at the commencement of the first phase of construction of the Development (the "Initial Predevelopment Budget"). The Authority shall then work diligently with the Developer to make any mutually acceptable changes or adjustments to the Initial Predevelopment Budget. Within forty-five (45) days of the Developer's provision of an Initial Predevelopment Budget that is satisfactory to the Authority, the Authority shall provide to the Developer an initial predevelopment loan agreement in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Initial Predevelopment Loan"); however, it is anticipated that one or more smaller, additional predevelopment loans may be necessary for future predevelopment phases associated with the build-out of the Development. The Initial Predevelopment Loan will be used by Developer to conduct certain predevelopment activities related to the Development as described in this paragraph. The Initial Predevelopment Loan will be unsecured and will be evidenced by a promissory note, a loan agreement, and an assignment of work product. The Initial Predevelopment Loan will bear no interest and will be due at the earlier of construction closing for the first phase of the Development or 36 months following execution of

the loan documents; provided however that the Authority shall forgive the disbursed portion of the Initial Predevelopment Loan if: (i) this Agreement is terminated pursuant to its terms; (ii) the Parties fail to enter into a DDA despite the Parties' good faith efforts; and (iii) the Developer is not in default under the Agreement. Should the Authority forgive the disbursed portion of the Initial Predevelopment Loan under the conditions stated above, all finished or unfinished work products assigned under the Initial Predevelopment Loan shall become property of the Authority and shall be promptly delivered to the Authority. The Authority shall have no obligation to disburse any Initial Predevelopment Loan funds upon expiration, cancellation or termination of this Agreement, unless the Agreement is superceded by a duly executed DDA.

Section 2.4 Site and Conceptual Plans. Within the timeline set forth in the Schedule of Performance, the Developer shall submit to the Authority conceptual plans for the development of the entire Site, including phasing of development ("Conceptual Plans"). The Authority shall review and comment on the Conceptual Plans in a timely manner.

Section 2.5 Programming, Unit Mix and Occupancy of the Development. Within the time set forth in the Schedule of Performance, the Developer shall submit to Authority preliminary plans for the programming, unit mix, occupancy, and affordability restrictions for the Development ("Preliminary Programming Plans"). The Authority shall review and comment on the Preliminary Programming Plans in a timely manner.

Section 2.6 Plans for Resident and Community Engagement. Within the time set forth in the Schedule of Performance, the Developer shall submit to the Authority preliminary plans for resident and community outreach and engagement ("Preliminary Outreach and Engagement Plans"). The Authority shall review and comment on the Preliminary Outreach and Engagement Plans in a timely manner. The Parties agree that Preliminary Outreach and Engagement Plans may be modified during the Negotiating Period in response to reasonable requests of residents and community members or because of other new information that comes to light..

Section 2.7 Schedule of Performance. The Developer and the Authority agree to negotiate an amended Schedule of Performance to be incorporated into the DDA, which shall include but not be limited to: the dates for obtaining Planning Approvals and financing commitments for the Development, and the dates for the commencement and completion of construction of the Development (including any proposed phasing thereof).

Section 2.8 Due Diligence. During the Negotiating Period the Developer shall conduct due diligence activities, including but not limited to planning, soils report, hazardous materials report, financial feasibility and title adequacy.

(a) Physical Adequacy Determination. The Developer shall conduct physical due diligence activities to determine whether the Site is suitable for the Development, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed Development improvements and the parking requirements imposed on developments of this type and the other environmental and regulatory factors that the Developer deems relevant. Developer and Authority shall cooperate to timely secure any permission and noticing agreements needed for the Developer to conduct such physical due

diligence activities at the Site. If, in the Developer's judgment based on such investigations and analyses, the Site is not suitable for development, the Developer may notify the Authority in writing prior to the expiration of the Negotiating Period of its determination (an "Unsuitability Notice"). Upon delivery by any of the methods described in Section 3.2 of an Unsuitability Notice by the Developer to the Authority, this Agreement shall be terminated without further action of any party, and thereafter no party shall have any further duties, obligations, rights, or liabilities under this Agreement. The Parties acknowledge that any executed DDA shall provide a similar opportunity for the Developer to determine the physical suitability of the Site.

(b) Title Adequacy Determination. Within thirty (30) days following the Effective Date, the Developer shall cause a reputable title company to issue a Preliminary Title Report (the "Report") on the Site, and the Developer shall make a copy of the Report available to the Authority. If the Developer objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the Developer may object to such exception, provided such objection is made to Authority in writing within forty-five (45) days of receiving the Report. If the Developer objects to any exception to title, the Authority, within thirty (30) days of receipt of the Developer's objection shall notify the Developer in writing whether the Authority elects to (1) cause the exception to be removed of record, (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the Developer, insuring against the objectionable exception, or (3) terminate this Agreement unless the Developer elects to take title subject to such exception. If any Party elects to terminate this Agreement pursuant to this Section 2.8(b), no Party shall thereafter have any obligations to or rights against the others hereunder. The Parties acknowledge that any executed DDA shall provide a similar opportunity for the Developer to determine the title adequacy of the Site.

Section 2.9 Reports.

(a) The Developer, within ten (10) days of receipt of any of the following documents, shall provide the Authority with copies of all reports, studies, analyses, correspondence and similar documents, but excluding confidential or proprietary information, prepared or commissioned by the Developer with respect to this Agreement and the Development. The Developer makes no representation or warranty as to the accuracy or completeness of any such materials.

(b) The Authority shall provide the Developer with copies of all reports, studies, analyses, correspondence and similar documents prepared or commissioned by the Authority with respect to this Agreement and the Development, promptly following execution of this Agreement with respect to documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared documents.

Section 2.10 Environmental Review. During the Negotiating Period the Authority and the Developer shall review existing environmental documentation to ascertain whether it adequately addresses the Development. Based on that analysis the Developer shall prepare or cause to be prepared the appropriate environmental documentation required by the California Department of Toxic Substances Control ("DTSC"), the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA") for consideration of approval of

the DDA and any City of Daly City (the "City") planning approvals, U.S. Department of Housing and Urban Development's or the Authority's funding approvals, or DTSC development approvals required for the Development; provided, that nothing in this Agreement shall be construed to compel the Authority to approve or make any particular findings with respect to such DTSC, CEQA and/or NEPA documentation. The Authority shall provide such information about the Development as may be required to enable the Developer to prepare or cause preparation and consideration of any DTSC-, CEQA- and/or NEPA-required document, and shall otherwise generally cooperate with the Developer to complete this task.

Section 2.11 Progress Reports. From time to time as reasonably agreed upon by the Parties, each Party shall make oral or written progress reports advising the other Party on studies being made and matters being evaluated by the reporting Party with respect to this Agreement and the Development within ten (10) days of a request from the other Party.

Section 2.12 Relocation. Authority acknowledges there are existing tenants residing on the Property as of the date of this Agreement. The Authority acknowledges that Developer's acquisition of the Property may trigger compliance with local, state and/or federal relocation laws (the "Relocation Laws"). In order to meet the requirements of the Relocation Laws, from and after the Effective Date and with at least 48 hours prior notice to the Authority, the Developer or its designee may (with the participation of the Authority if the Authority desires) communicate with the existing tenants to provide any notices required or permitted under applicable Relocation Laws, and/or to make investigations to determine their eligibility for relocation benefits, if any. The Authority shall reasonably cooperate with the Developer as necessary to permit the Developer to comply with its obligations under the Relocation Laws.

Section 2.13 Property Management. During the Negotiating Period, the Parties will negotiate the terms of transitioning the Property's property management to the Developer.

Section 2.14 Parties' Relationship. During the Negotiating Period, the Parties will define the relationship between each other regarding the rights, responsibilities and roles of each Party, including but not limited to whether the Parties will serve as co-developers of the Development. A chart showing a preliminary understanding of the Parties roles and responsibilities is included for reference as Exhibit C.

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate either the Authority or the Developer to enter into a DDA. By executing this Agreement, the Authority is not committing itself to or agreeing to undertake acquisition, disposition, or exercise of control over any parcels in the Site. By executing this Agreement, the Authority is merely agreeing to negotiate exclusively with the Developer for a particular period of time in accordance with the terms hereof, reserving for the Authority's subsequent action the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement shall

become effective if and only if and after such DDA has been considered and approved by Authority and executed by duly authorized representatives of Authority and Developer. Unless and until a DDA is signed by the Developer, approved by the Authority and executed by the Authority, no agreement drafts, actions, deliverables or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding document.

Section 3.2 Notices. Formal notices, demands and communications (other than day to day routine communications) between the Authority and the Developer shall be sufficiently given if, and shall not be deemed given unless: (i) dispatched by certified mail, postage prepaid, return receipt requested, (ii) sent by express delivery or overnight courier service with a delivery receipt, (iii) personally delivered with a delivery receipt, or (iv) sent by facsimile with a copy delivered by one of the previous three methods, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

Authority: Housing Authority of the County of San Mateo
264 Harbor Blvd., Building A
Belmont, CA 94002-4017
Attn: Executive Director
Reference: Midway/Bayshore Redevelopment Project

With a copy to:
Monali Sheth, Esq.
San Mateo County Counsel's Office
400 County Center, 6th Floor
Redwood City, CA 94063

Developer: MidPen Housing Corporation
303 Vintage Park Drive, Suite 250
Foster City, CA 94404
Attn: Jan Lindenthal

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Right of Entry.

The Developer and its consultants shall have the right to enter upon the Site during normal business hours to carry out normal business activities such as attending meetings, engaging with staff, carrying out visual observations, etc. No formal notice is required for such activities on the Site. The Developer and its consultants will work with the Authority staff to give reasonable advance notice for planned engagement activities with current residents.

The Developer and its consultants shall obtain the Authority's written approval, which may be requested and provided via email, prior to entering upon the Site to conduct physical investigations

in accordance with this Agreement. Any such requestes shall include, at a minimum, a description of the work to be performed and any expected disruption to the physical state of the Site or the normal activity of residents, the names and company affiliations of any personnel that will perform such work, a projected schedule for the work, and a copy of liability insurance certificates covering the right of entry and naming the Authority, its employees and affiliates as as additional insured. Such work, once approved, shall be conducted during normal business hours, unless otherwise approved by the Authority. In connection with such entry and investigation, the Developer shall: (i) give the Authority or its designee reasonable advance notice; (ii) repair and restore any damage it may cause; (iii) carry liability insurance covering the right of entry naming the Authority as an additional insured; and (iv) deliver to the Authority, within ten (10) days of receipt thereof, a complete copy of any investigation, test, report or study which the Developer conducts, or causes to be conducted, with respect to the Site.

Section 3.4 Costs and Expenses. Except as explicitly set forth in this Agreement, each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each Party's obligations under this Agreement.

Section 3.5 No Commissions. Each Party represents to the other that is has not retained the services of any broker, agent or finder with respect to the Site or in connection with any matters relating to this transaction of the subject discussions, and agrees to hold the other Party harmless from and against any claim for commission, fee, or other remuneration by any broker, agent, or finder under any claimed retainer for services with respect thereto. The Authority shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any DDA that may result from this Agreement, unless the Authority retains a broker, agent or finder.

Section 3.6 Defaults and Remedies.

(a) Default. Failure by either Party to negotiate in good faith as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) days after receipt by the defaulting Party of such notice, or, if the default cannot be cured within 15 days, if the defaulting party fails to commence to cure within 15 days and thereafter diligently pursue such cure and complete such cure within a reasonable period thereafter, the non-defaulting Party may exercise the remedies set forth in subsection (b).

(b) Remedies.

(1) In the event of an uncured default by the Authority, the Developer may elect the following remedies: (i) terminate this Agreement, in which case following such termination, neither Party shall have any further right, remedy or obligation under this Agreement; or (ii) seek specific performance of the exclusive negotiating obligations of the Authority under this Agreement. The Developer's remedy of specific performance shall mean only that if the Authority breaches its duty of negotiating in good faith or negotiating exclusively with the

Developer, that the Developer may seek appropriate order requiring the Authority to cease or refrain from negotiating with any such third party until the end of the Negotiating Period.

(2) In the event of an uncured default by the Developer, the Authority's sole remedy shall be to terminate this Agreement. Following such termination, neither Party shall have any right, remedy or obligation under this Agreement.

Except as expressly provided above, neither Party shall have any liability to the other Party for damages or otherwise for any default, nor shall any Party have any other claims with respect to performance under this Agreement. Each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.7 Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover attorneys' fees and costs from the other Party.

Section 3.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 3.9 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement.

Section 3.10 Counterparts. 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.

Section 3.11 Assignment. The Developer may not transfer or assign any or all of its rights or obligations hereunder except with the prior written consent of the Authority, which consent shall be granted or withheld in the Authority's reasonable discretion, and any such attempted transfer or assignment without the prior written consent of Authority shall be void. Notwithstanding the foregoing, the Developer shall have the right to assign its rights and obligations under this Agreement to an affiliated entity, pursuant to a form of assignment agreement approved in advance by the Authority.

Section 3.12 Non-Recourse to Agents. No member, official, employee, agent, or consultant of any Party to this Agreement shall be personally liable to any other Party, or any successor in interest or person claiming by, through or under any Party, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this Agreement.

Section 3.13 No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the Authority and the Developer and no other person shall have any right of action under or by reason of this Agreement.

Section 3.14 Actions by the Authority. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the Authority, the approval, consent, authorization,

or waiver of the Executive Director of the Authority or his or her designee shall constitute the approval, consent, authorization or waiver of the Authority without further action of the Authority.

Section 3.15 Relationship of the Parties. The subject of this Agreement is a co-development undertaking between the Parties for coordinated development of the Site. Aside from the relationship between the Parties described herein and to be further negotiated under this Agreement for inclusion in the executed DDA, neither Party is acting as the agent of the other Party in any respect, and none of the provisions in this Agreement shall be deemed to render the Authority a partner in any additional business, venture, or enterprise of Developer.

Section 3.16 Cooperation. In connection with this Agreement, the Developer and the Authority shall reasonably cooperate with one another to achieve the objectives and purposes of this Agreement. In so doing, the Parties shall each refrain from doing anything that would render its performance under this Agreement impossible, and each shall do everything that this Agreement contemplates that the Party shall do to accomplish the purchase of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

THE DEVELOPER:

MIDPEN HOUSING CORPORATION

By: _____
Jan Lindenthal, Vice President

THE AUTHORITY:

HOUSING AUTHORITY OF THE COUNTY OF
SAN MATEO

By: _____
Ken Cole, Executive Director

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

THE DEVELOPER:

MIDPEN HOUSING CORPORATION

By: _____
Jan Lindenthal, Vice President

THE AUTHORITY:

HOUSING AUTHORITY OF THE COUNTY OF
SAN MATEO

By:  _____
Ken Cole, Executive Director

EXHIBIT B

DEVELOPER'S SCHEDULE OF PERFORMANCE

No.	Task	No. of Days After Effective Date
1	Submit Initial Predevelopment Budget (not to exceed \$1,500,000).	Within 10 days
2	Submit timeline for predevelopment activities.	Within 10 days
3	Submit proposed Co-Developer roles & responsibilities.	Within 30 days
4	Submit proposed Property Management transition plan.	Within 30 days
5	Submit preliminary Financing Plan.	Within 45 days
6	Execute Initial Predevelopment loan agreement. [both Parties]	Within 60 days
7	Submit preliminary Resident & Community Outreach and engagement approach.	Within 60 days
8	Submit Conceptual Design Plans and Programming for tenant and unit mix.	Within 120 days
9	Submit preliminary Services Plan and budget.	Within 120 days
10	Submit draft Disposition and Development Agreement.	Within 150 days
11	Obtain and provide environmental insurance and protections	Within 200 days
12	Completion of Due Diligence, Physical Adequacy and Title Adequacy studies.	Within 210 days
13	Execute a Disposition and Development Agreement. [both Parties]	Within 240 days

ENA Exhibit C - Roles and Responsibilities (as of 3/7/18)

RAICI Key:

R = Responsible: Organization acting as lead and has responsibility for performing the activity.
A = Accountable, has final decision making authority
C = Consulted: Organization that will be consulted by lead to provide feedback/input to the activity.
I = Informed: Organization that needs to know of the decision or action.

Task (chronological order)

	MidPen	Housing Authority	MP Property	MP Services	If multiple parties have decision making authority, final decision will be determined by:
Site Plan & Building Design					
Hiring Architect	R/A	C	I	I	
Hiring other design consultants (i.e. Civil Engineer, Geotech, Joint Trench)	R/A	C	I	I	
Coordinating Specific Site Plan Design and Building Layout	R/A	A	C	C	Consensus
Overseeing Architectural Design	R/A	A	C	C	Consensus
Securing Input from Property Management (MP and HA)	R/A	R	C	C	Consensus
Securing Input from Service Providers	R	A	C	C	Consensus
Hiring a general contractor(s)	R/A	C	I	I	
Managing Construction	R/A	I	I	I	
City Approvals					
Participating in Review, Approval, and Meetings for Specific Plan and Site Design	R/A	C	I	I	
Coordinating with City Staff - Development Plan & Design Review	R/A	C	I	I	
Political Outreach	R/A	R/A	I	I	Consensus
Community Outreach	R/A	R/A	C/R	C/R	Consensus
Community Outreach Plan	R	A	C	C	Consensus
Resident Communications					
Communicating to existing residents (securing input and providing updates)	R	R	R	R	
Developing tenant selection preferences and criteria	R	A	A	A	Consensus
Planning and implementing existing resident relocation	R/A	R/A	A	A	Consensus
Developing Marketing Plan	R	A	A	A	Consensus
Project Operations					
Identifying services program plan	A/C	A	R/A	R/A	Consensus
Developing Management Plan	R	A	A	A	Consensus
Leaseup planning	R	C	R	R	
Marketing to special needs tenants, caseworkers	R	C	R	R	
General marketing	R	C	R	R	
Financing					
Development of Overall Financing Plan	R/A	A	I	I	Consensus
County AHP, CDBG, HOME, or PBV applications	R/A	C	I	I	
AHP application	R/A	C	I	I	
TCAC application	R/A	C	I	I	
CalHFA Tranche C	R/A	C	I	I	
Other applications as necessary	R/A	C	I	I	