

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

This Standard Agreement, STD 213, (hereinafter "Agreement") is the result of the Recipient's application ("Application") for funding under the Affordable Housing and Sustainable Communities Program ("Program") pursuant to:

- A. Part 1 of Division 44 of the Public Resources Code (commencing with Section 75200);
- B. The Round 9 Program Guidelines dated February 26, 2025, (the "Guidelines"), issued by the State of California, Strategic Growth Council ("SGC") and as may be amended from time to time; and
- C. The Program's Notice of Funding Availability ("NOFA") issued by the Department Housing and Community Development (hereinafter the "Department" or "HCD"), is dated March 25, 2025. References to the NOFA shall include any updates and amendments made thereto.

The Application and the Project Report dated as of the date specified in provision A.1 of Exhibit E of this Agreement (the "Project Report") including all representations made therein, are hereby incorporated in this Agreement by this reference. The Application describes a combination of housing, infrastructure and/or program activities to be delivered as part of a single project designed, inter alia, to reduce greenhouse gas emissions and vehicle miles traveled. The Department is entering into this Agreement to ensure delivery of the infrastructure and/or program activities described in the Application and Project Report.

By entering into this Agreement and thereby accepting the award of Program funds (sometimes referred to in this Agreement as the "Grant") as detailed in the award letter dated as of the date specified in provision A.2 of Exhibit E ("Award Letter"), the Recipient agrees to comply with applicable statutes, Guidelines, the NOFA, and this Agreement, and to abide by the representations made in the Application, Project Report, and the terms and conditions of the Disbursement Agreement, which is more particularly described in Exhibit B, Section 6 of this Agreement.

2. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, and page 1 of this Exhibit A, in addition:

Affordable Housing and Sustainable Communities (AHSC) Program

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Approved Date: 04/04/2025

Prep. Date: **TO BE ADDED**

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“Development” refers to the residential Rental Affordable Housing Development or the Homeownership Affordable Housing Development described in the Application and meeting the criteria set forth in the Project Report providing the affordable housing units, as described therein, in consideration of the award of Program funds. The Development shall meet all the criteria as set forth in the Guidelines.

“Recipient” refers to the entity or entities submitting the Application or to a related entity approved by the Department entering into this Agreement and identified as “Contractor” on page 1 to this Agreement (STD 213). In the case of joint applicants, “Recipient” shall also refer to each applicant or the Department-approved assignee of such applicant. Each entity comprising “Recipient” shall be jointly and severally liable for all obligations of a Recipient as set forth herein.

Any reference to a specific “Section” or “section” of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated February 26, 2025. Notwithstanding, if and when SGC amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

“Performance Milestones” refers to the development schedule and/or metrics of progress and performance referenced in Section 5 of this Exhibit A.

3. Scope of Work

The Scope of Work (“Work”) for this Agreement shall consist of one or more of the following categories, to be delivered by or on behalf of the Recipient, within the Program Project Area as detailed in provision of A.3 Exhibit E of this Agreement, and the Project Report:

Housing Related Infrastructure (HRI)
Sustainable Transportation Infrastructure (STI)
Program Costs (PGM)

The Department, the Recipient and other parties as required by the Department shall enter into a Disbursement Agreement governing among other things the disbursement of Program funds as more particularly described in Exhibit B, Section 6 hereto.

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At the request of the Department, Recipient shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items for which the Recipient's Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a re-evaluation of the Application and the reduction of the amount of the Grants or cancellation of the award or may require repayment of any disbursed Program funds and the disencumbrance of Program funds awarded.

The Development that is identified in the Award Letter and described in the Application, and that is supported by the HRI Work, if any, and which is to be developed and constructed by the Recipient, or other developer on behalf of the Recipient, contains the unit mix set forth in provision A.4 of Exhibit E of this Agreement.

A. Housing Related Infrastructure

The Scope of Work for this Agreement for Housing-Related Infrastructure ("HRI Work") is as set forth in provision A.5 of Exhibit E of this Agreement. The HRI Work is necessary for the development of the Development. The Recipient is responsible for and shall ensure the completion of the HRI Work and the completion and occupancy of the Development in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all HRI Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the HRI Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

B. Sustainable Transportation Infrastructure

The Scope of Work for this Agreement for Sustainable Transportation Infrastructure ("STI Work") is as set forth in provision A.6 of Exhibit E of this Agreement. The Recipient is responsible for and shall ensure the completion of the STI Work in accordance with Program requirements, the Application, and the criteria set forth in the Project Report. The Department reserves the right to review and approve all STI Work to be performed by the Recipient in relation to this Agreement. Any revision to the STI Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

C. Program Costs

The Scope of Work for this Agreement for Program Costs ("PGM Work") is as set forth in provision A.7 of Exhibit E of this Agreement.

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The Recipient is responsible for and shall ensure the completion of the PGM Work associated with the Program Costs in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all PGM Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the PGM Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

4. Criteria Applicability

Based on the points awarded to its Application, Recipient assures the Department of the existence of the criteria of Section 111 of the Guidelines as set forth in provision A.8 of Exhibit E of this Agreement.

A. GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO₂e over the life of the project is detailed in provision A.9 in Exhibit E of this Agreement. Information on this Project's GHG scoring data can be located on SGC's website in a document called Round 9 Data for Public Release.

5. Performance Milestones

Sponsor shall inform the Department of any anticipated delays, or changes to the Sponsor's proposed Performance Milestones as set forth in the Project Report no later than the date designated for such completion therein (each a "Milestone Completion Date"). Sponsor may submit a written request for extension of any such Milestone Completion Date. Any such request shall include Sponsor's demonstration of good cause and reasonable assurances that the extension will not adversely affect completion of the project. Approval of any such extension request shall be in the Department's sole discretion; however, such approval shall not be unreasonably withheld.

6. HCD Contract Coordinator

The HCD Contract Coordinator of this Agreement for the Department is the Division of State Financial Assistance Loan Closing AHSC Program Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the HCD Contract Coordinator at the following address:

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Loan Closing AHSC Program Manager
Division of State Financial Assistance - Loan Closing Branch
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054

7. Recipient Contact Coordinator

The Recipient's Contract Coordinator for this Agreement is listed in provision A.10 of Exhibit E of this Agreement.