

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1. Authority & Purpose**

This Standard Agreement, STD. 213 (hereinafter “Agreement”) is the result of Recipient’s application (“Application”) for funding under the Infill Infrastructure Grant Program of 2019 (“Program”) pursuant to:

- A. Part 12.5 of Division 31 of the Health and Safety Code (commencing with Section 53559);
- B. The Infill Infrastructure Grant Program of 2019 Qualifying Infill Project Small Jurisdiction Set Aside Guidelines dated August 31, 2023 (the “Guidelines”), issued by the State of California, Department of Housing and Community Development (“Department”) and as may be amended from time to time; and
- C. The Program’s Notice of Funding Availability (“NOFA”) dated August 31, 2023, under which the Recipient applied. In accepting this grant award, the Recipient agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, and the Disbursement Agreement, which is more particularly described in Exhibit B to this Agreement.

**2. Scope of Work**

- A. The scope of work (“Work”) for this Agreement shall consist of the development and construction by or on behalf of the Recipient as follows:
  - 1) The “Capital Improvement Project” described in Section 1, Provision A.1, of Exhibit E to this Agreement; and
  - 2) The residential Housing Development(s) designated in the Application as the “Qualifying Infill Project” (hereinafter also referred to as the “Housing Development(s)”), to be developed and constructed by the Recipient, or other developer, in connection with the Capital Improvement Project, as provided in the Application and which meets the criteria set forth in Section 1, Provision A.2, of Exhibit E to this Agreement.

## EXHIBIT A

- B. The Capital Improvement Project is an integral part of or is necessary for the completion of the Housing Development(s). The Recipient is responsible for and shall ensure the completion of the Capital Improvement Project and the completion and occupancy of the Housing Development(s) in accordance with the criteria set forth above in Section 2.A, of this Exhibit A. The Department reserves the right to review and approve all Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

### 3. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, in addition:

- A. "Recipient" means the entity or entities who submitted the Application for the Program funding made the subject of this Agreement, and to any affiliated entity approved by the Department, entering into this Agreement, and identified as "Contractor" on page one, Section 1 of this Agreement (STD 213). In the case of joint applicants, "Recipient" shall refer to each applicant and to any Department-approved assignee of such applicant. In the case of joint applicants, or where a related entity is approved by the Department as an assignee and is at any time added as a Contractor to this Agreement, all such applicants and related entities shall collectively comprise and be deemed a joint venture and shall be jointly and severally liable for each obligation of a Recipient set forth herein.
- B. "Capital Improvement Project" means the Capital Improvement Project described in Section 2.A.1) of this Exhibit A.
- C. "Housing Development" means the Qualifying Infill Project described in Section 2.A.2) of this Exhibit A.
- D. "Section" or "section" in reference to the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated August 31, 2023. Notwithstanding, if and when the Department 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 Guideline section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guideline section number(s), any reference herein to the old Guideline section(s) number(s) shall be interpreted to refer instead to the Guideline

## EXHIBIT A

section(s) that is (or are) intended to replace the content and substance of the former Guideline section(s).

### 4. **Proximity to Amenities and Access to Transit**

The Department's award to Recipient was, in part, based on submissions in the Recipient's Application demonstrating access to and proximity to certain amenities as a threshold requirement to the award (Guidelines section 202, subdivisions (h) and (i)). At the request of the Department, Recipient shall provide evidence sufficient to support the submissions in its application pertaining to these threshold requirements. The Department may refuse to commence or continue the disbursement of Program funds unless and until Recipient responds to such a request in a manner satisfactory to the Department.

### 5. **Performance Milestones**

Recipient shall ensure the completion of the PERFORMANCE MILESTONES set forth in Section 1, Provision A.3 of Exhibit E to this Agreement, by the designated dates. Recipient may apply to the Department for an extension of these timelines based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Milestones.

### 6. **State Contract Coordinator**

The State Contract Coordinator for this Agreement is the Infill Infrastructure Grant Program Section Chief, Division of State Financial Assistance, or the Chief's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the State Contract Coordinator at the address specified in Section 1, Provision A.4 of Exhibit E to this Agreement.

### 7. **Recipient Contract Coordinator**

The Recipient's Contract Coordinator for this Agreement is listed in Section 1, Provision A.5, of Exhibit E to this Agreement. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the contact at the address specified in Section 1, Provision A.5 of Exhibit E.