

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

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

- A. Part 12.5 of Division 31 of the Health and Safety Code (commencing with Section 53559);
- B. The Infill Infrastructure Grant Program Qualifying Infill Projects Guidelines dated May 18, 2023 (the “**Guidelines**”), issued by the State of California, Department of Housing and Community Development (“**Department**”) as may be amended from time to time;
- C. The 2023 Multifamily Finance Super Notice of Funding Availability dated May 18, 2023 (“**NOFA**”);
- D. The Award Letter issued by the Department to the Recipient;
- E. Any provisions of the Uniform Multifamily Regulations (Cal. Code Regs., tit. 25, § 8300 et seq.) as may be amended from time to time (the “**UMR**”), which the Guidelines incorporate by reference; and
- F. All applicable law.

If there is conflict between any of the Program Requirements, the most restrictive of such requirements, as determined by the Department in its sole and absolute discretion, shall prevail.

2. Purpose

The purpose of this agreement is to provide funds for infrastructure integral to the development of infill housing so as to increase the supply of affordable housing on underutilized land. More specifically, the purpose of the Grant is to ensure the completion of both the Capital Improvement Project and Qualified Infill Project as defined below in Section 3.A. and Section 3.E. of this Exhibit A.

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By entering into this Agreement and thereby accepting the award of Grant funds, the Recipient agrees to comply with the terms and conditions of the Program Requirements, this Agreement, the Covenant and Disbursement Agreement as defined in Section 3.B and Section 3.C of this Exhibit A.

3. Definitions

Capitalized terms set forth herein and not otherwise expressly defined in this Agreement shall have the definitions set forth in the Guidelines. In addition:

- A. **“Capital Improvement Project”** means the capital improvement project described in the Application and meeting the criteria set forth in the Project Report and Section 200 of the Guidelines, and as further described in Section 1, Provision A-1, of Exhibit E to this Agreement.
- B. **“Covenant”** means the instrument executed by the Recipient, and other parties as may be required by the Department, in consideration for the Grant which imposes development, use, and affordability restrictions against the Qualifying Infill Project and is recorded against the fee estate of the Qualifying Infill Project.
- C. **“Disbursement Agreement”** means the agreement to be executed by the Department and the Recipient and other parties as the Department may require, which governs the disbursement of grant funds and is more particularly described in Exhibit B to this Agreement.
- D. **“Project Report”** means the Departmental staff report presented to and approved by the Department’s Internal Loan Committee. The Project Report sets forth the project criteria approved by the Department and required as a condition of the award of Program funds to Recipient. The project criteria may be amended only upon the Department’s written approval.
- E. **“Rental Housing Development”** or **“Qualifying Infill Project”** means the residential housing development designated in the Application as a “Qualifying Infill Project,” to be developed and constructed by the Recipient and which meets the criteria set forth in the Project Report and Section 1, Provision A-2 of Exhibit E to this Agreement.
- F. **“Performance Milestones”** refers to the development schedule and/or milestones referenced in Section 1, Provision A-3 of Exhibit E to this Agreement in a table entitled “PERFORMANCE MILESTONES,” which may be amended in the Disbursement Agreement subject to the Department’s consent.

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- G. “**Recipient**” refers to each entity who submitted the Application, and was awarded the Grant, and any assignee of an awardee in whom the awardee has a controlling interest and who, with the written consent of the Department, will own and operate the Rental Housing Development. Each such Recipient must execute this Agreement, the Disbursement Agreement and the Covenant and shall be jointly and severally liable for all obligations of a Recipient thereunder.
- H. Any reference to a specific “**Section**” or “**section**” of the Guidelines shall initially refer to that specific numbered section of the Guidelines. If the Department amends any portion of any of the Guidelines, all references herein to any such portion of the amended Guidelines shall be deemed to refer to the updated version of such Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines provision is amended, and thereafter receives a new section number, any reference herein to the old Guidelines section number shall be interpreted to refer instead to the Guidelines section as amended.

4. Scope of Work

The Scope of Work (sometimes referred to as “**Work**”) for this Agreement shall consist of the development and construction by or on behalf of the Recipient as follows:

- A. The Capital Improvement Project as defined in Section 3.A. of this Exhibit A and more fully described in Section 1, Provision A-1 of Exhibit E to this Agreement.
- B. The Rental Housing Development as defined in Section 3.E of this Exhibit A, and more fully described in Section 1, Provision A-2 of Exhibit E to this Agreement.
- C. The Capital Improvement Project is an integral part of or is necessary for the completion of the Rental Housing Development. The Recipient is responsible for and must ensure the completion of the Capital Improvement Project and the completion and occupancy of the Rental Housing Development in accordance with the criteria in the Project Report and Section 1, Provision A-2 of Exhibit E to this Agreement. 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 must be submitted in writing for review and prior written approval by the Department and requires an amendment to this Agreement.

5. Proximity to Amenities and Access to Transit

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In response to submissions in the Application, the Department awarded rating points to the Qualifying Infill Project for proximity to amenities and access to transit relative to the location of the Rental Housing Development. (See e.g., NOFA, Part IV, Section F.) Additionally, proximity to amenities and access to transit are a threshold requirement to qualify for funding (See e.g., Guidelines Section 202(i)). At the request of the Department, Recipient must provide evidence sufficient to support such award of points by the Department and/or qualification under the threshold requirements for such proximity to amenities and access to transit. 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.

6. **Performance Milestones**

Recipient must ensure the completion of the Performance Milestones set forth in Exhibit E to this Agreement by the designated dates. If there is a conflict of milestones between what is set forth in the Project Report and set forth in Exhibit E of this Agreement, then the milestones set forth in Exhibit E to this Agreement shall prevail. 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.

7. **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.

8. **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 to this Agreement.

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