

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 2007 ("Program") pursuant to:

- A. Chapter 2 of Part 12 of Division 31 of the Health and Safety Code (commencing with Section 53545.13);
- B. The Infill Infrastructure Grant Program of 2007 Guidelines (the "Guidelines") dated April 15, 2021, 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") under which the Contractor applied, was issued by the Department, dated May 12, 2021. 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, attached hereto.
- D. This exhibit makes reference to Exhibits B, C, D, and E, all of which are attached hereto and made a part hereof by this reference.

2. Scope of Work

The Scope of Work ("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" described in Exhibit E under provision Ex. A-E.1.
- B. 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, as provided in the Application and meet the criteria set forth in Exhibit E under provision Ex. A-E.2.

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- C. 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 Paragraph 2.B. 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.
- D. 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, attached hereto.

3. Definitions

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

- A. "Recipient" refers to the entity or entities submitting an application, or to a related entity approved by the Department entering into this Agreement and identified as "Contractor" on page one of this Agreement. In the case of joint applicants, "Recipient" shall also refer to each applicant or the Department-approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein because the Department may only provide a single Program award under this Agreement, in the case of joint applicants, or where a related entity approved by the Department entering into this Agreement and identified as "Contractor" on page one of this Agreement is added later, all such applicants and related-entities identified as a Contractor under this Agreement shall collectively comprise and be deemed a joint venture.
- B. "Capital Improvement Project" means the Capital Improvement Project described in Paragraph 2.A. of this Exhibit A.
- C. "Housing Development" means the Qualifying Infill Project described in Paragraph 2.B. of this Exhibit A that is supported by the Capital Improvement Project.

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 May 12, 2021.

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NOFA:

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Prep. Date: (date inserted when SA is created)

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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 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

In response to submissions in the Application, the Department awarded rating points to qualifying infill projects for proximity to amenities (Guidelines Section 309(e)) and access to transit (Guidelines Section 309(d)) relative to the location of the Housing Development(s). At the request of the Department, Recipient shall provide evidence sufficient to support such award of points by the Department. 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 Exhibit E under provision Ex. A-E.3, which are attached hereto and made a part hereof, 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 of 2007 Section Chief, Division of 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 Exhibit E under provision Ex. A-E.4.

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7. Recipient Contract Coordinator

The Recipient's Contract Coordinator for this Agreement is listed in Exhibit E under provision Ex. A-E.5. 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 Exhibit E under provision Ex. A-E.5.