

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Super NOFA

This Standard Agreement, STD.213 (hereinafter "Agreement") is the result of Recipient's application (the "Application") for funding under Department's Multifamily Finance Super Notice of Funding Availability dated March 30, 2022, as amended June 10, 2022, (collectively the "**Super NOFA**"), which among other things noticed the availability of grant program funding under the following programs (the "**Programs**"):

- A. The Infill Incentive Grant Program of 2007 ("**IIG-2007**"); and
- B. The Infill Infrastructure Grant Program of 2019 ("**IIG-2019**").

In response to the Application, Recipient was awarded grant funding under one or more of the above programs up to the maximum specific grant amount or amounts, all as more specifically set forth in Section 1 of Exhibit E to this Agreement. The Program or Programs providing such grant funding which are the subject of this Agreement are referred to herein individually as a "**Funding Program**" and collectively as the "**Funding Programs**."

Each grant funding award set forth in Section 1 of Exhibit E to this Agreement shall be referred to as a "**Grant**" and when referencing more than one award, collectively, the "**Grants**." This Agreement hereby incorporates by reference the Application and the Project Report in their entirety.

2. Authority

- A. This Agreement is entered into under the authority of and in furtherance of the following:
 - 1) California Assembly Bill 434 (Chapter 192, Statutes of 2020), as may be amended from time to time;
 - 2) Chapter 2 (commencing with section 53545.12) of Part 12 of Division 31 of the Health and Safety Code, as amended from time to time, which establishes the IIG-2007; and
 - 3) Part 12.5 of Division 31 of the Health and Safety Code, as amended from time to time, which establishes the IIG-2019.

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B. This Agreement is governed by the following requirements (collectively, the “**Program Requirements**”):

- 1) The Super NOFA;
- 2) The Award Letter issued by the Department to the Recipient;
- 3) The Guidelines as that term is defined in Section 4.D. of this Exhibit A;
- 4) 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;
- 5) All applicable law; and,
- 6) If Section 1 of Exhibit E to this Agreement identifies IIG-2007 as a Funding Program, the Program Requirements shall also include Chapter 2 (commencing with section 53545.12) of Part 12 of Division 31 of the Health and Safety Code, as may be amended from time to time.
- 7) If Section 1 of Exhibit E to this Agreement identifies IIG-2019 as a Funding Program, the Program Requirements shall also include Part 12.5 of Division 31 of the Health and Safety Code, as may be amended from time to time.

Clauses B(1) through B(7) immediately preceding are applicable to all Grants regardless of which Funding Program(s) are providing Grant funding hereunder.

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.

3. Purpose

The purpose of this agreement is to provide Grant funds for infrastructure integral to infill housing development which increases the supply of affordable housing. 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 4.A. and Section 4.E. of this Exhibit A. By entering into this Agreement and thereby accepting the award of Grant funds, the Recipient agrees to comply with the Program Requirements, the terms and conditions of this Agreement, the terms and conditions of the Disbursement Agreement, and the terms and conditions of the Covenant.

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NOFA Date: 03/30/22 as amended 06/10/22

Approved Date: 04/12/2023

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4. 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 as further described in Section 2, Provision A-1, of Exhibit E to this Agreement.
- B. **“Disbursement Agreement”** means the agreement to be executed by the Department and the Recipient and such third parties as the Department may require which governs the disbursement of grant funds and is more particularly described in Exhibit B to this Agreement.
- C. **“Funding Program”** or **“Funding Programs”** refers to the Program or Programs providing Grant funding as specifically set forth in Section 1 of Exhibit E to this Agreement.
- D. **“Guidelines”** refers to the Infill Infrastructure Grant Program Qualifying Infill Projects Final Guidelines, adopted pursuant to AB 434 (Chapter 192, Statutes of 2020), dated March 30, 2022, as may be amended and in effect from time to time.
- 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 2, Provision A-2 of Exhibit E to this Agreement.
- F. **“Performance Milestones”** refers to the development schedule and/or milestones referenced in Section 2, Provision A-3 of Exhibit E to this Agreement in a table entitled “PERFORMANCE MILESTONES,” which may be amended in the Disbursement Agreement.
- 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. 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.

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- 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.

5. 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 4.A. of this Exhibit A and more fully described in Section 2, Provision A-1 of Exhibit E to this Agreement.
- B. The Rental Housing Development(s) as defined in Section 4.E of this Exhibit A, and more fully described in Section 2, 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(s). 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(s) in accordance with the criteria in the Project Report and 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.
- D. The Department, the Recipient and other parties as required by the Department, must enter into a Disbursement Agreement governing, among other things, the disbursement of Program funds, as more particularly described in Exhibit B to this Agreement.

EXHIBIT A**6. 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 and access to transit relative to the location of the Rental Housing Development(s). (See e.g., Super 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.

7. Performance Milestones

Recipient must ensure the completion of the Performance Milestones set forth in the Project Report and in Section 2 of 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.

8. State Contract Coordinator

The State Contract Coordinator for this Agreement is the Infill Infrastructure Grant Program of 2007 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 2, Provision A-4 of Exhibit E to this Agreement.

9. Recipient Contract Coordinator

The Recipient's Contract Coordinator for this Agreement is listed in Section 2, 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 2, Provision A-5 of Exhibit E to this Agreement.