

## EXHIBIT A

### **AUTHORITY, PURPOSE AND SCOPE OF WORK**

#### **Affordable Housing and Sustainable Communities Program - Grant**

#### **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 Program Guidelines dated January 20, 2015 ("Guidelines"), issued by the State of California, Strategic Growth Council ("Council") and as may be amended from time to time. The AHSC Guidelines and the NOFA are available at the Program website at <http://www.hcd.ca.gov/financial-assistance/affordable-housing-and-sustainable-communities/index.html>.
- C. The Program's Notice of Funding Availability ("NOFA") issued by the Department Housing and Community Development ("Department"), is dated January 30, 2015. 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.

#### **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 Development" or "Project" refers to the residential rental Affordable Housing Development described in the Application providing the affordable housing units, as described therein, in consideration of that portion of the AHSC Grant. The Affordable Housing Development shall meet all the criteria for an eligible project as set forth Section 103(a)(1) of the AHSC Guidelines.

"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 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 joint applicant 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 January 20, 2015. 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

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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).

**3. Scope of Work**

The Scope of Work ("Work") for this Agreement shall consist of one or more of the following categories, by or on behalf of the Recipient, in [**Transit-Oriented Development (TOD) Project Area OR an Integrated Connectivity Project (ICP) Area.**] as detailed in the sub-exhibits referenced and incorporated herewith into Exhibit A:

Included ("x")	Exhibit A: Sub-exhibit #
	Exhibit A-1: Housing-Related Infrastructure (HRI)
	Exhibit A-2: Transportation-Related Infrastructure (TRI)
	Exhibit A-3: Planning Costs (PLC)
	Exhibit A-4: Program Costs (PC)

[Remainder of page intentionally left blank.]

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**4. Criteria Applicability**

Based on the points awarded to its Application, Recipient assures the Department of the existence of the following criteria of Section 107:

Criteria Applicability Based on Proposed Project								
Guideline Reference		Housing Development	Housing-Related Infrastructure	Transportation Related Infrastructure	Planning Implementation	Programs – Active Transportation	Programs – Transit Ridership	Programs – Criteria Air Pollutant
		Capital Projects*			Planning and Program Costs**			
a	Estimated GHG Reductions based on GHG Quantification Methodology	X	X	X		X	X	X
g	Extent to which the Project Area incorporates Walkable Corridors	X	X	X				
h	Extent to which the Project Area incorporates features which Encourage Bicycling	X	X	X				
i	Extent to which the Affordable Housing Development Serves Households at Lower- and Moderate-Income Levels	X	X					
j	Extent to which the Project addresses Co-Benefits	X	X	X	X	X	X	X
k	Anti-Displacement Strategies	X	X	X				

**A. GHG Emissions Reductions Estimate**

Based on the inputs in the Application, the estimated total MTCO<sub>2</sub>e over the life of the project is **FILL IN NUMBER** from the Table 2 – GHG Reduction Estimates” using the “GHG Reductions per ARB Verification” column. [http://www.hcd.ca.gov/financial-assistance/AHSC FY 14/15 data for public release – full data file – \(Microsoft Excel\)](http://www.hcd.ca.gov/financial-assistance/AHSC_FY_14/15_data_for_public_release_full_data_file_(Microsoft_Excel))

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**5. Performance Milestones**

Recipient shall ensure the completion of the PERFORMANCE MILESTONES set forth in this Exhibit A as indicated in the sub-exhibits 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 of this Agreement for the Department is the Division of Financial Assistance Operations 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 State Contract Coordinator at the following address:

Kim Losoya, Section Chief  
Division of Financial Assistance - Operations 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 below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the contact at the following address:

Recipient:	INSERT CONTACT INFO HERE
Name:	INSERT CONTACT INFO HERE
Address:	INSERT CONTACT INFO HERE
Phone No.:	INSERT CONTACT INFO HERE
Email:	INSERT CONTACT INFO HERE