

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES

SUBRECIPIENT AGREEMENT

Mission Heritage Project

Sustainable Transportation Infrastructure and Transit-Related Amenities

This Affordable Housing and Sustainable Communities Subrecipient Agreement (“Agreement”) is executed on this ____ day of _____, 2025 (“Effective Date”), by and between the CITY OF RIVERSIDE, California charter city and municipal corporation (“City”), and PUBLIC WORKS DEPARTMENT OF THE CITY OF RIVERSIDE (“Subrecipient”). The City and Subrecipient may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The State of California, the Strategic Growth Council (“SGC”), and the Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability dated November 1, 2019 (“NOFA”), under the Affordable Housing and Sustainable Communities (“AHSC”) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200.

B. Mission Heritage LP, a California limited partnership (“Developer”), has developed a multifamily affordable housing project at a site located at 3933 Mission Inn Avenue and 3655 Fairmount Boulevard, in the City of Riverside, consisting of approximately seventy-two (72) units (“the Mission Heritage Project”).

C. On or about February 11, 2019, the City and Wakeland Housing and Development Corporation (“Wakeland Corp.”) applied for a AHSC grant for funding for the Mission Heritage Project and for associated Sustainable Transportation Improvement (“STI”) and Transit-Related Amenities (“TRA”) projects to support the Mission Heritage Project.

D. The City and Wakeland Corp. jointly submitted an application for a grant pursuant to Round 4 of the AHSC Program, for a total amount not to exceed Thirty Million Dollars (\$30,000,000), of which Fifteen Million Dollars (\$15,000,000) was requested as a loan for an Affordable Housing Development (“AHSC Loan”) and Fifteen Million Dollars (\$15,000,000) was requested for a grant for Housing-Related Infrastructure, Sustainable Transportation Infrastructure, Transit-Related Amenities or Program activities (“AHSC Grant”), as defined in the AHSC Program Guidelines.

E. On or about July 8, 2019, HCD awarded a AHSC Grant in the amount of Nine Million Seven Hundred Ninety-Six Thousand Seven Hundred Dollars (\$9,796,700.00) (“Master Grant”) to the City and Wakeland Corp. under the AHSC Program, with the following amounts as set forth below. On or about February 1, 2022, the City and Wakeland Corp. executed a AHSC Co-Applicant Agreement documenting such grant funds:

Subrecipient (Housing-Related Infrastructure)	\$3,585,000.00
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City (Sustainable Transportation Infrastructure)	\$5,000,000.00
City (Transit-Related Amenity Projects)	\$1,000,000.00
Program Costs	\$211,700.00

F. On or about November 9, 2020, the City, Wakeland Corp. and HCD entered into Standard Agreement 19-AHSC-12775. Copies of the Standard Agreement 19-AHSC-12775 and the AHSC Co-Applicant Agreement are attached hereto as Exhibits A and B and incorporated herein by this reference (collectively, the “AHSC Grant Agreements”).

G. After receiving the Master Grant, the City agreed to provide a subgrant to Subrecipient in an amount not to exceed \$3,189,779 for Sustainable Transportation Infrastructure (“Subgrant”), all related to or to be used for improvements related to the Mission Heritage Project as set forth in Exhibit C hereto, the “Mission Heritage Sustainable Transportation Infrastructure (STI) Scope of Work.”

H. On or about October 11, 2023, the Strategic Growth Council (“SGC”) approved a request by the City and Wakeland Corp. to modify required project milestones within the Standard Agreement related to implementation of the Sustainable Transportation Infrastructure (STI) Improvements. The approved changes are: (1) Commencement of construction of STI from December 30, 2023, to December 30, 2024; (2) Construction completion of STI and closeout from September 30, 2024, to September 30, 2025; and (3) Program funds fully disbursed from December 31, 2024, to November 9, 2025. A copy of the approval letter from SGC is attached hereto as Exhibit E and incorporated herein by this reference.

I. The City and Subrecipient now wish to enter into this Agreement to facilitate the distribution of the Subgrant, to define Subrecipient’s role and responsibilities with respect to the Subgrant-funded activities, and to expressly bind Subrecipient to applicable provisions of the AHSC Standard Agreement, which is necessary to ensure the ability of the City to comply with its obligations to HCD.

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings as set forth in the Standard Agreement 19-AHSC-12775.

3. Incorporation of Documents. Standard Agreement 19-AHSC-12775, and all the attachments to the Standard Agreement 19-AHSC-12775 are attached hereto as Exhibit “A” and incorporated by reference into this Agreement as though set forth in full in this Agreement (“Incorporated Documents”).

4. Order of Precedence. The performance of this Agreement must be conducted in accordance with the following order of precedence, except as otherwise expressly provided in this

Agreement or the Standard Agreement 19-AHSC-12775: first, the enabling legislation for the AHSC Program; then the Standard Agreement 19-AHSC-12775; then this Agreement.

5. Term. The term of this Agreement begins on the date first set forth above and remains in effect for the duration of the Standard Agreement 19-AHSC-12775, including any amendments thereto (“Term”), unless terminated earlier as provided herein.

6. Subgrant. The City shall pay a grant amount not to exceed \$3,189,779 for Sustainable Transportation Infrastructure (“Subgrant”) all related to or to be used for improvements related to the Mission Heritage Project as set forth in the Mission Heritage Sustainable Transportation Infrastructure (“STI”) Scope of Work described in Exhibit “C,” attached hereto and incorporated herein, and in accordance with the Sustainable Transportation Infrastructure (“STI”) Budget, attached hereto and incorporated herein as Exhibit “D”.

7. Time of the Essence. With regards to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

8. Notices. Any notices provided for, or required, to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

City
City of Riverside
Housing Authority
Attn: Michelle Davis
3900 Main Street
Riverside, CA 92522

Subrecipient
Public Works Department
Attn: Public Works Director
3900 Main Street
Riverside, CA 92522

9. Availability of Funds. The City’s allocation of funding to Subrecipient pursuant to this Agreement is contingent upon the availability of Master Grant funds to the City, as referenced in the Recitals of this Agreement. As such, this Agreement is subject to any restriction, limitation, or condition enacted by the State, which may affect the provisions, terms, or funding of this Agreement in any manner. In the event of funding reduction, Subrecipient’s Budget may be reduced as a whole or as to cost category, and Subrecipient’s authority to commit and spend funds may be limited, and Subrecipient’s use of both its uncommitted and unspent funds may be restricted. Any such change shall be reflected by written amendment to this Agreement pursuant to Section 13. Notwithstanding the foregoing, the City may also terminate this Agreement pursuant to Section 14 of this Agreement.

10. Independent Party/Not an Agent of the State. In the performance of this Agreement, Subrecipient and Subrecipient’s employees, subcontractors, and agents shall act in an independent capacity as independent contractors, and not as officers or employees of the State. Subrecipient acknowledges and agrees that the State does not have any obligation to pay or withhold state or federal taxes or to provide workers’ compensation or unemployment insurance to Subrecipient, or to Subrecipient’s employees, subcontractors and agents. This Agreement shall

not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. Subrecipient shall be responsible for any and all taxes that apply to Subrecipient as an employer.

Subrecipient shall determine the method, details, and means by which it operates the Subrecipient Project. Subrecipient shall be responsible to the State only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the State's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. If in the performance of this Agreement any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law shall be determined by Subrecipient.

11. Indemnification. Subrecipient and the City agree to indemnify, defend (with counsel approved by the State), and hold harmless the State, each other, and the State and each other's employees, officers, or agents, from and against any and all claims, injury, damages, liability, loss, or attorney's fees arising out of or in connection with the subject matter or terms of performance of this Agreement or the Standard Agreement 19-AHSC-12775, and from any suit, proceeding, or challenge against the State, each other, or the State or each other's employees, officers, or agents, by a third party alleging that, by virtue of the terms of this Agreement or the Standard Agreement 19-AHSC-12775, the State, each other, or the State or each other's employees, officers or agents have done any wrongful act or breached any representation, whether based on a claim in contract, tort or otherwise, excepting each Party's own gross negligence and intentional misconduct. The provisions of this Section are in addition to, and not in lieu of, any such obligations set forth in the Standard Agreement 19-AHSC-12775. In the event the City and Subrecipient are found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, each Party shall indemnify the other to the extent of its own comparative fault.

12. Insurance. Prior to the execution of this Agreement, Subrecipient, as a governmental organization, shall provide evidence to the City of sufficient self-insurance to satisfy any insurance requirements set forth in the Standard Agreement 19-AHSC-12775.

13. Amendments/Modifications. This Agreement may only be amended or modified in writing by mutual agreement between the City and Subrecipient. Any requests by Subrecipient for modifications or amendments (as may defined in the Standard Agreement 19-AHSC-12775) of or to this Agreement shall be submitted in writing to the City. Any such request is subject to the requirements applicable to City as "Grantee" under the Standard Agreement 19-AHSC-12775. If a request requires a change to the Standard Agreement 19-AHSC-12775 and the requested amendment or modification is allowable under the Standard Agreement 19-AHSC-12775, the City shall consider such request and, in its sole discretion, the City may submit the request to the State.

14. Termination.

14.1 For Cause. The City may terminate this Agreement upon ten (10) days' written notice if Subrecipient materially fails to comply with any terms of this Agreement, including but not limited to:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time, including the AHSC Guidelines;
- B. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Improper use of the Subgrant provided under this Agreement; and
- D. Submission of reports that are incorrect or incomplete in any material respect.

14.2 Availability of Funding. Should funding change pursuant to Section 9 of this Agreement, the City may terminate this Agreement upon three (3) days' written notice to Subrecipient

14.3 Without Cause. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience by either Party, upon thirty (30) days' written notice to the other Party.

14.4 Costs Following Termination. Costs of Subrecipient resulting from obligations incurred by Subrecipient after termination of this Agreement are not allowable unless the City expressly authorizes them.

15. Data Privacy. Subrecipient shall implement and maintain reasonable security procedures and practices with respect to any personal identifying information disclosed to Subrecipient in the course of performing this Agreement. Subrecipient shall notify the City within twenty-four (24) hours of Subrecipient's determination that a security breach has occurred with regards to any personal information disclosed to Subrecipient in the course of performing the Agreement and shall conduct such investigation and provide such notice as required by law in the event of such breach.

16. Program Records. Subrecipient shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities, including but not limited to, documentation of all Subgrant funds received from the City or other sources to operate the Subrecipient Project, documentation of expenses identified in the Budget, and any other related records as City may require from time to time. Such records shall be retained for a period of four

(4) years after the Performance Period, as defined in the Standard Agreement -AHSC-12775, unless a longer period of records retention is stipulated.

17. Nondiscrimination. During Subrecipient's performance of this Agreement, Subrecipient shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Subrecipient agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

18. Authorized Signatories.

18.1 City. The City of Riverside's City Manager, or his designee, is authorized to sign this Agreement and related documents on behalf of the City. The City's day-to-day point of contact is the City's Housing Authority Manager ("City Representative") unless otherwise provided by the City in writing once this Agreement is executed.

18.2 Subrecipient. Before or concurrently with its execution of this Agreement, Subrecipient shall submit documentation to the City that identifies the individual who is authorized to sign this Agreement and the Subrecipient Project deliverables and related documents on behalf of Subrecipient ("Authorized Signatory". The documentation shall also identify any additional authorized designees ("Authorized Designees") as well as Subrecipient's day-to-day grant manager, i.e., the person who has ultimate review and approval authority for all Subrecipient Project-related invoices and billing ("Grant Manager"). Subrecipient shall keep such documentation current and submit changes through email to the City Representative, as needed.

19. Compliance with Incorporated Documents. Subrecipient shall comply with all applicable provisions of the Incorporated Documents. In complying with its obligations under the Incorporated Documents, Subrecipient shall comply with all applicable terms and conditions binding on the "Grantee" or, where referenced, "Partners" under the Incorporated Documents.

20. Responsibility; Standard of Care.

20.1 Subrecipient shall manage, monitor, and accept responsibility for the performance of its own staff, agents, and subcontractors, and shall conduct Subrecipient Project activities and services consistently with professional standards for the industry and type of work being performed under this Agreement.

20.2 Subrecipient shall notify the City if it or its subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from

the Subrecipient Project. No contract or subcontract can relieve Subrecipient of its responsibilities and obligations under the terms of this Agreement. Subrecipient agrees to be fully responsible to the City and the State for the acts and omissions of Subrecipient, its subcontractors, and of all persons either directly or indirectly employed by them.

21. Project Readiness.

21.1 Subrecipient shall timely achieve readiness related to the Subrecipient Project, in accordance with the Incorporated Documents, including, but not limited to, the schedules set forth in the Standard Agreement 19-AHSC-12775.

21.2 Subrecipient shall not proceed with reimbursable Subrecipient Project work until the City provides Subrecipient with written notice to proceed or as otherwise described in the Standard Agreement 19-AHSC-12775.

22. Reporting Requirements.

22.1 Subrecipient shall track required information and provide all documents, progress reports, invoices, and other submissions to the City in accordance with the requirements of the Incorporated Documents.

22.2 The format must be in accordance with the requirements that are set forth in the Standard Agreement 19-AHSC-12775, and any applicable exhibits thereto, or in a similar format as requested by the City.

22.3 Subrecipient shall submit such documentation in a timely manner as specified in this Agreement, or upon request by the City, to allow the City to comply with its obligations to the State under the Standard Agreement 19-AHSC-12775.

23. Costs.

23.1 Subrecipient shall ensure that invoices submitted by Subrecipient to the City comply with the eligible cost requirements and are accompanied by adequate documentation, as detailed in the Standard Agreement 19-AHSC-12775. Invoices and accompanying documentation are hereinafter referred to as "Invoice Packages."

23.2 Subrecipient shall not submit Invoice Packages to the City for any ineligible costs, as described in the Standard Agreement 19-AHSC-12775.

24. Billing.

24.1 For all Invoice Packages, Subrecipient shall utilize any invoice templates provided or referenced in the Standard Agreement 19-AHSC-12775, or such other similar forms approved or requested by the City. Subrecipient's Invoice Packages shall conform to all

requirements as detailed in the Standard Agreement 19-AHSC-12775, except as otherwise specified by the City.

24.2 Subrecipient shall submit Invoice Packages within fifteen (15) calendar days before the due date of any reporting period as shown in the Standard Agreement 19-AHSC-12775. If Subrecipient fails to submit an Invoice Package by this date, Subrecipient shall wait to submit it in the next reporting period.

24.3 The City will not process payment of an Invoice Package until funds are received from the State. If the State does not provide funds to the City, the City is under no obligation to pay the Invoice Package. Upon receipt of funds from the State, the City will process and pay outstanding invoices within thirty (30) days.

25. Repayment of Funds. If funds are not expended or have not been expended in accordance with this Agreement and the Incorporated Documents, or if real or personal property that is acquired with Subgrant funds is not being used or has not been used in accordance with the Agreement and the Incorporated Documents, the City or the State may take appropriate action under this Agreement, at law or in equity, including but not limited to either or both of the following:

25.1 Requiring Subrecipient to forfeit any unexpended portion of the Subgrant.

25.2 Requiring Subrecipient to repay any funds improperly expended or paid to Subrecipient

26. Project-Specific Requirements.

26.1 Among its other obligations under this Agreement, Subrecipient shall comply with every provision in the Implementation Grant Agreement that relates to the Subrecipient Project (each such provision, a "Project-Specific Requirement").

26.2 Each obligation of "Grantee" under a Project-Specific Requirement is an obligation of Subrecipient, except as otherwise set forth in this Agreement. As between Subrecipient and the City, any reference to or any right of the State as set forth in a Project-Specific Requirement applies to the City and may be enforced by the City on its own behalf or on behalf of, or at the direction of, the State. A reference in a Project-Specific Requirement to the "Grant Agreement" is deemed to refer to this Agreement for purposes of this section.

27. Monitoring and Oversight.

27.1 The City and the State, or their designated representatives, each has the right to visit the Subrecipient Project site and to complete inspections in accordance with the Standard Agreement 19-AHSC-12775.

27.2 Subrecipient shall make the Grant Manager available for any meetings with the City and the State, as may be requested.

28. Recordkeeping.

28.1 Subrecipient shall comply with the recordkeeping requirements set forth in the Standard Agreement 19-AHSC-12775.

28.2 Subrecipient shall provide evidence to the City, upon request, of its recordkeeping practices and procedures, and shall provide the City with access to any record required to be maintained in accordance with the Standard Agreement 19-AHSC-12775.

29. Public Records Act; Publicly.

29.1 Subrecipient recognizes that documents and other records produced in performance of this Agreement, as detailed in the Standard Agreement 19-AHSC-12775, may be subject to disclosure under the Public Records Act.

29.2 Subrecipient shall not utilize any such materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

29.3 The City and the State have the right to use any document, record, or data described in this Section for any public purpose.

29.4 Subrecipient shall comply with all requirements of the Standard Agreement 20-AHSC-14692 the same as if Subrecipient were the Grantee under that Agreement. Furthermore, Subrecipient shall submit copies of all publicity materials that may reference to the Subrecipient Project (including but not limited to signage, flyers, pamphlets, website, emails, etc.) to the City's City Manager (or his or her designee) for prior approval, at the City Manager's sole and absolute discretion. Subrecipient may not publish any project-related publicity material without the City Manager's prior approval.

30. Audit and Record Retention.

30.1 Subrecipient shall maintain all records for possible audit, as set forth in Section 24 of the Standard Agreement 19-AHSC-12775.

30.2 The City and the State, or their designated representatives, each has the right during normal business hours to review and copy any record and supporting documentation pertaining to the performance of this Agreement and to interview any employee who might reasonably have information related to such records.

30.3 Subrecipient and its subcontractors shall maintain copies of Subrecipient Project records for at least four (4) years after the Performance Period ends. If a longer period of records retention is stipulated to by the City or the State, and Subrecipient has notice of the longer retention period, it and its subcontractors shall maintain project records for the longer retention period.

30.4 The City and the State each have the right to conduct an audit each year during the term of this Agreement and up to four (4) years after the Performance Period.

30.5 The City and the State each may require recovery of payment from Subrecipient, issue a Stop Work Order, or terminate this Agreement, as warranted, based on an audit finding, or avail itself of any other proper remedy available in law or equity.

31. Compliance.

31.1 Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, regulations, plans, and design standards. Subrecipient shall secure and maintain all permits or licenses required by authorities having jurisdiction over the Subrecipient Project area. Subrecipient shall comply with applicable requirements of the California Environmental Quality Act as it relates to County's obligations under this Agreement. County shall promptly provide evidence of compliance upon request by the City.

31.2 Subrecipient represents and warrants that it is not and will not become:

- (A) In violation of any order or resolution subject to review promulgated by California Air Resources Board or an air pollution control district;
- (B) Subject to a cease-and-desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or
- (C) Determined to be in violation of provisions of federal law relating to air and water pollution.

31.3 Subrecipient shall ensure that its Subcontractors comply with all terms in this Section with respect to the Subrecipient Project.

32. Third-Party Rights. Nothing in this Agreement gives any right or benefit to any entity other than the City and the State.

33. Entire Agreement. This Agreement with its exhibits, and the Incorporated Documents, represents the entire understanding of the City and Subrecipient as to those matters

contained herein and supersedes and cancels any prior or contemporaneous oral or written understanding, promises, or representations with respect to those matters covered.

34. Counterparts. This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature were on original thereof.

35. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" – Standard Agreement 19-AHSC-12775

Exhibit "B" – AHSC Co-Applicant Agreement

Exhibit "C" – Mission Heritage Sustainable Transportation Infrastructure ("STI")
Scope of Work

Exhibit "D" – Sustainable Transportation Infrastructure ("STI") Budget

Exhibit "E" – Strategic Growth Council Letter

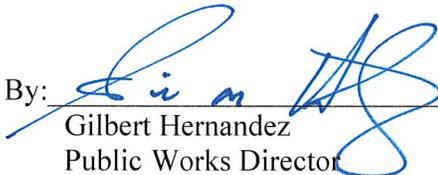
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, Parties have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

PUBLIC WORKS DEPARTMENT

By: _____
City Manager

By:  _____
Gilbert Hernandez
Public Works Director

ATTESTED TO:

Dated: 4-1-2025

By: _____
City Clerk

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By:  _____
Asst. Chief Financial Officer

APPROVED AS TO FORM:

By:  _____
Assistant City Attorney
Deputy

EXHIBIT "A"

AHSC Standard Agreement 20-AHSC-12775

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-AHSC-12775

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

Wakeland Housing and Development Corporation, and City of Riverside

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

June 30,2039

3. The maximum amount of this Agreement is:

\$9,796,700.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	9
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	AHSC Program Terms and Conditions	14
Exhibit E	Special Conditions	1
TOTAL NUMBER OF PAGES ATTACHED		34

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

See Attached

CONTRACTOR BUSINESS ADDRESS

See Attached

CITY

See Attached

STATE

See Attached

ZIP

See Attached

PRINTED NAME OF PERSON SIGNING

See Attached

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

See Attached

DATE SIGNED

See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

11/9/2020

CONTRACTOR

Wakeland Housing and Development Corporation
a California non-profit public benefit corporation

By: _____

Date: _____

Kenneth L. Sauder
President and Chief Executive Officer

Address:

1230 Columbia Street, Suite 950
San Diego, CA 92101

City of Riverside
a California municipal corporation

By: *Alzellaka Moises Lopez*

Date: 11/05/2020

Deputy City Manager

Attest: *Colleen J. Nicol*
COLLEEN J. NICOL
City Clerk

Address:

3900 Main Street
Riverside, CA 92522

Prep Date: 08/20/2020

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: *[Signature]*
Chief Financial Officer / City Treasurer

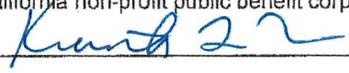
Approved as to Form:

By: *[Signature]*
Lauren M. Sanchez
Deputy City Attorney

CONTRACTOR

Wakeland Housing and Development Corporation

a California non-profit public benefit corporation

By: 

Date: November 9, 2020

Kenneth L. Sauder
President and Chief Executive Officer

Address:

1230 Columbia Street, Suite 950
San Diego, CA 92101

City of Riverside

a California municipal corporation

By: _____

Date: _____

Al Zelinka
City Manager

Address:

3900 Main Street
Riverside, CA 92522

Prep Date: 08/20/2020

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

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 ("AHSC") Program ("Program") pursuant to:

- A. Part 1 of Division 44 of the Public Resources Code (commencing with Section 75200);
- B. The Program Guidelines dated October 29, 2018 ("Guidelines"), issued by the State of California, Strategic Growth Council ("SGC") and as may be amended from time to time; and
- C. The Program's Notice of Funding Availability ("NOFA") issued by the Department Housing and Community Development ("Department" or "HCD"), is dated November 1, 2018.

The Application, and the Project Report dated October 21, 2019 (the "Project Report") including all representations made therein, are hereby incorporated in this Agreement by this reference.

The Guidelines and the NOFA are available on the Program Web site at:

http://sgc.ca.gov/programs/ahsc/docs/20190221-AHSC_17-18_Guidelines-Updated.pdf

By entering into this Agreement and thereby accepting the award of Program grant funds ("Grant"), the Recipient agrees to comply with applicable statutory law, Guidelines, the NOFA, and this Agreement, to abide by the representations made in the Application, and the terms and conditions of 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" 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 Grant. The Affordable Housing Development shall meet all the criteria for an eligible project as set forth Section 103(a)(1) of the 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

EXHIBIT A

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 October 29, 2018. 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 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, within the Program Project Area as detailed in this Exhibit A and the Project Report:

Included ("X")	Grant Award Categories
X	Housing-Related Infrastructure (HRI)
X	Program Costs (PGM)
X	Sustainable Transportation Infrastructure (STI)
X	Transportation-Related Amenities (TRA)

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 hereto.

At the request of the Department, Recipient shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items listed in the Project Report for which the Recipient's Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a reevaluation of the Application and the reductions or cancellation of the amount of the grant award, require repayments of any disbursed Program funds and the disencumbrance of Program funds awarded.

A. HRI

The Scope of Work for this Agreement for Housing-Related Infrastructure ("HRI Work") shall consist of the following:

HRI includes capital improvements such as soft costs and impact fees associated with predevelopment and construction components including but not limited to: implementation of the project specific Water Quality Management Plan, bus stop and pad for new Route

EXHIBIT A

49 stop; parkway and side walk improvements; replacement of 8-inch sewer main; relocation of storm drains; new utility connections and closure of unnecessary driveways. The Affordable Housing Development and housing as designated in the Application that is supported by the HRI Work, and which is to be developed and constructed by the Recipient, or other developer, contains the following unit mix.

Location of Housing Development (APN, address, parcel map, specific plan or similar reference) City and County		Mission Heritage Plaza 3933 Mission Inn Avenue Riverside, CA 92501 County of Riverside APN: 214-212-007		
Enter the number of units by bedroom size and income level.				
# of Bedrooms	# of Project Units	AHSC Assisted Units* (Affordable Housing Development)	Income Limit (% of AMI)	TOTAL RESTRICTED UNITS**
1	14	0	30%	14
2	3	0	30%	3
3	2	0	30%	2
1	2	0	45%	2
2	7	0	45%	7
3	6	0	45%	6
1	8	0	50%	8
2	7	0	50%	7
3	6	0	50%	6
1	6	4	60%	6
2	6	4	60%	6
3	4	4	60%	4
2	1	0	Manager	0
Total Project Units	72	12		71

*AHSC Assisted Units must equal at least 20 percent of the total residential units.

EXHIBIT A

**Total Restricted units include all units restricted by AHSC and the Tax Credit Allocation Committee (TCAC). The Grant amount was calculated based on the number of Total Restricted Units.

The HRI Work is necessary for the development of the Affordable Housing Development. The Recipient is responsible for and shall ensure the completion of the HRI Work and the completion and occupancy of the Housing Development in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all HRI Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the HRI Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

B. Program Costs

The Scope of Work for this Agreement for Program (PGM) Costs ("PGM Work"), shall consist of the following:

Riverside Transit Authority will provide quarterly educational training for a period of 3-years, to residents of Mission Heritage Plaza community. Training will include how to read schedules, rider safety, navigate transfers and availability of additional discounts and subsidies. Rider Training will be presented by RTA, in a "Train-the-Trainer" model, enabling both property management, resident and supportive services staff and residents to continue the training after the initial 3-year funding.

Developer will acquire 71 Commuter Link transit passes, from the Riverside Transit Agency, every year, for 3 years.

The Recipient is responsible for and shall ensure the completion of the PGM Work associated with the Program Costs in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all PGM Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the PGM Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

C. Sustainable Transportation Infrastructure

The Scope of Work for this Agreement for Sustainable Transportation Infrastructure ("STI Work") shall consist of the following:

Activating 5 unpaved, blighted, alleyways by paving, adding context sensitive bike ways and community-made art. Construct a protected pedestrian crossing linking the AHD to the new City library, and add a context sensitive bikeway adjacent along 6th street, linking the AHD to Mt. Roubidoux recreation area.

EXHIBIT A

Install two new bike-share stations with at least 20 pedal assisted bicycles. Improvements include racks, lighting and electrical improvements, payment kiosk and signage.

Construction and urban greening of a regional multi-modal transportation hub that supports connectivity between multiple transit agencies such as RTA and Sun Line Transit Agency in Riverside County; Omnitrans, the public transit provider in San Bernardino County; and Metrolink, the commuter rail service provider for Southern California.

The Recipient is responsible for and shall ensure the completion of the STI Work in accordance with Program requirements, the Application, and the criteria set forth in the Project Report. The Department reserves the right to review and approve all STI Work to be performed by the Recipient in relation to this Agreement. Any revision to the STI Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

D. Transportation-Related Amenities

The Scope of Work for this Agreement for Transportation-Related Amenities ("TRA Work") shall consist of the following:

Install 1 new transit stop adjacent to the AHD and improve 7 transit stops within the project area to include the construction of shelter, benches, signage, lighting, trash cans.

At new transit stop for Route 49, adjacent to AHD, install at least 43 shade trees where none currently exist and set-aside dedicated maintenance for a minimum of 3 years.

Installation of approximately 200 shade trees and dedicated maintenance for a minimum of 3 years at the multi-modal transit hub.

The Recipient is responsible for and shall ensure the completion of the TRA Work in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all TRA Work to be performed by the Recipient in relation to this Agreement. Any revision to the TRA Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

EXHIBIT A

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:

Guideline Reference		Affordable Developments and Housing-Related Infrastructure	Sustainable Transportation Infrastructure	Transportation-Related Amenities	Active Transportation	Transit Ridership Programs	Criteria Air Pollutant Reduction Program
		Capital Projects			Program Costs		
a	Estimated GHG Reductions based on GHG Quantification Methodology	X	N/A	N/A	X	X	X
b	Extent to which Project incorporates Active Transportation Improvements	X	X	X	N/A	N/A	N/A
c	Extent to which the Project incorporates Green Buildings and Renewable Energy	N/A	N/A	N/A	N/A	N/A	N/A
d	Extent to which Project incorporates Housing and Transportation Collaboration	N/A	N/A	N/A	N/A	N/A	N/A
e	Extent to which Project incorporates Location Efficiency and Access to Destinations	N/A	N/A	X	N/A	N/A	N/A
f	Extent to which Project Leverages non-AHSC Funds	N/A	N/A	N/A	N/A	N/A	N/A
g & h	Anti-Displacement and Local Workforce Development & Hiring Practices	N/A	N/A	N/A	N/A	N/A	N/A
i	Extent to which the Affordable Housing Development Serves Extremely Low Income Households	X	N/A	N/A	X	N/A	N/A
j	Extent to which Project incorporates Programs	N/A	N/A	N/A	N/A	N/A	N/A
k	Extent to which the Project incorporates Urban Greening	X	X	X	X	N/A	N/A

EXHIBIT A

A. GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO_{2e} over the life of the project is 18282.42. This information can be found on the Strategic Growth Council's website in a document called AHSC Round 4 Data for Public Release.

5. Performance Milestones

Recipient shall ensure the completion of the PERFORMANCE MILESTONES set forth below by the designated dates. When Recipient misses or anticipates missing a Performance Milestone deadline, Recipient shall notify the Department in writing as soon as is reasonably practicable. In this notification, Recipient shall explain why the deadline has been or will likely be missed; provide a status update relative to the other Performance Milestone deadlines; and provide assurances that it will meet the remaining Performance Milestone deadlines. Recipient's failure to provide a timely written notification shall be considered a default under this Agreement.

HRI PERFORMANCE MILESTONE	DATE
Executed binding agreement between the Recipient and developer of the proposed Housing Development detailing the terms and conditions of the Project development.	11/10/2020
Site Control of Housing Development site(s) by proposed housing developer.	04/19/2018
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	12/15/2017
Obtaining all necessary and discretionary public land use approvals.	10/15/2018
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and tax credit syndication documents for remaining phases of Project.	11/10/2020
Commencement of construction of the HRI.	07/31/2021
Construction of HRI complete.	07/30/2024
Program funds fully disbursed.	12/31/2024

EXHIBIT A

PGM PERFORMANCE MILESTONE	DATE
Identification and commitment of program operator and partners	11/10/2020
Completion of a business or a work plan	12/30/2024
Program funds fully disbursed	12/31/2024

STI PERFORMANCE MILESTONE	DATE
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	11/10/2020
Site Control of STI site(s) by proposed developer.	11/10/2020
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	07/30/2022
Obtaining all necessary and discretionary public land use approvals.	07/30/2022
Commencement of construction of STI.	12/30/2023
Construction completion of STI and closeout.	09/30/2024
Program funds fully disbursed.	12/31/2024

EXHIBIT A

TRA PERFORMANCE MILESTONE	DATE
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	11/10/2020
Site Control of TRA site(s) by proposed developer.	11/10/2020
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	11/10/2020
Obtaining all necessary and discretionary public land use approvals.	08/30/2020
Commencement of construction of TRA.	12/31/2023
Construction completion of TRA and closeout.	09/30/2024
Program funds fully disbursed.	12/31/2024

EXHIBIT A

6. HCD Contract Coordinator

The HCD Contract Coordinator of this Agreement for the Department is the Division of Financial Assistance Loan Closing AHSC Program 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 HCD Contract Coordinator at the following address:

Loan Closing AHSC Program Manager
Division of Financial Assistance - Loan Closing Section
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:	Wakeland Housing and Development
Name:	Kenneth L. Sauder, President
Address:	1230 Columbia Street, Suite 950, San Diego, CA 92101
Phone No.:	619-235-2296
Email:	ksauder@wakelandhdc.com

Recipient:	City of Riverside
Name:	Al Zelinka, City Manager
Address:	3900 Main Street, 5 th Floor, Riverside, CA 92522
Phone No.:	951-826-5311
Email:	azelinka@riversideca.gov

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Sources and Uses

The preliminary projected sources and uses ("Sources and Uses") set forth in this Exhibit B contains the cost items for the design, development and construction of the approved HRI, STI, TRA Project(s) (collectively, "Infrastructure Project"), and for PGM, as applicable. Recipient agrees that any cost overruns or increases resulting in a total cost for Infrastructure Project exceeding that set forth therein shall be the responsibility of Recipient.

2. Contract Amount

A. For the purposes of performing the Work, the Department agrees to provide the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant ("Grant") for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this Grant amount, or for any unauthorized or ineligible costs.

1) For the purposes of performing the Work related to the HRI, as set forth in Exhibit A, the Department agrees to provide \$3,585,000 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

2) For the purposes of performing the Work related to the PGM, as set forth in Exhibit A, the Department agrees to provide \$211,700 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

3) For the purposes of performing the Work related to the STI, as set forth in Exhibit A, the Department agrees to provide \$5,000,000 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

4) For the purposes of performing the Work related to the TRA, as set forth in Exhibit A, the Department agrees to provide \$1,000,000 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the budget for the designated grant

EXHIBIT B

Work. Changes in aggregate of ten percent or less, of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

Where the Sources and Uses set forth in this Exhibit B identify funds other than Program funds, those funds shall be expended and applied to Project costs as provided therein. Recipient agrees that it will make best efforts to ensure that the other funds specified in the Sources and Uses are available for disbursement as provided in this Exhibit, and approved for the use specified in the Sources and Uses, except to the extent the Sources and Uses may be updated and modified by the Disbursement Agreement described below. The Recipient shall provide evidence and assurance of the commitment and availability of such other sources of funding identified in the Sources and Uses as provided in the Disbursement Agreement. The terms and conditions of all construction financing to be used in conjunction with the Program funds shall be subject to the Department's review and approval.

4. Completion Dates

- A. Program funds must be disbursed no later than December 31, 2024.
- B. All un-disbursed funds remaining as of December 31, 2024, shall be disencumbered.
- C. All invoices for payment must be submitted to the Department no later than July 30, 2024.
- D. This Agreement shall expire on June 30, 2039.

5. Method of Payment

- A. Payment shall be made as reimbursed progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for work completed on forms provided by the Department and subject to such documentation as the Department may require.
- B. The Department shall not authorize payments unless it determines that the Program funds shall be expended and disbursed in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement and the Disbursement Agreement.

6. Disbursement Agreement

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Work and an updated Sources and Uses therefore, including an updated table of Sources and

EXHIBIT B

Uses, and the specific terms and conditions for the disbursement of Program funds. In the event of a conflict between this Agreement and the Disbursement Agreement, as determined by the Department, the terms of the Disbursement Agreement, being the later and more specific document, shall govern; provided however, that no resolution of any such conflict shall be contrary to, or result in a waiver or violation of, the Guidelines or the NOFA.

B. The requirement for a Disbursement Agreement set forth in this paragraph may be waived by the Department where, at its sole discretion, it determines that:

- 1) Satisfactory completion of the Work has occurred,
- 2) Proper disbursement and use of Program funds have occurred,
- 3) Performance of, and compliance with, all the obligations, terms and conditions of this Agreement have occurred, and,
- 4) Compliance with all applicable statutes, laws, guidelines, and regulations, all have been or will be achieved without the execution of a Disbursement Agreement. The Department may require the submittal by the Recipient of such information, records, documents, certificates and other material, as it deems necessary to make this determination.

C. Payee record information is required for payment(s) to be made. All payee(s) receiving grant funds shall be listed below:

<u>Payee Name:</u>	<u>Activity:</u>	<u>Award Amount:</u>
Wakeland Housing	Housing-Related Infrastructure	\$3,585,000
Wakeland Housing	Sustainable Transportation Infrastructure	\$1,810,221
City of Riverside	Sustainable Transportation Infrastructure	\$3,189,779
Wakeland Housing	Transportation-Related Amenities	\$1,000,000
Wakeland Housing	Programs	\$211,700

EXHIBIT B

SOURCES AND USES - HRI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
MISSION HERITAGE PLAZA			WAKELAND HOUSING AND DEVELOPMENT, CITY OF RIVERSIDE		
ESTIMATED HRI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC Grant Program		
PROJECT ACTIVITY (Hard Costs)					
Total Project Activity Costs		\$3,257,133	\$3,257,133	\$0.00	\$0.00
SOFT COST S AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$327,867	\$327,867	\$0.00	\$0.00
TOTAL PROJECT COSTS		\$3,585,000	\$3,585,000	\$0.00	\$0.00

EXHIBIT B

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

BUDGET AND SOURCES					
MISSION HERITAGE PLAZA		WAKELAND HOUSING AND DEVELOPMENT, CITY OF RIVERSIDE			
ESTIMATED PROGRAM COSTS		DEVELOPMENT COSTS BY FUNDING SOURCE			
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC Grant Program		
SOFT COST AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$211,700	\$211,700	\$0.00	\$0.00
TOTAL PROGRAM COSTS		\$211,700	\$211,700	\$0.00	\$0.00

EXHIBIT B

SOURCES AND USES - STI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
MISSION HERITAGE PLAZA			WAKELAND HOUSING AND DEVELOPMENT, CITY OF RIVERSIDE		
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC Grant Program	RTA-Federal Transit FY07	RTA-State Transit FY15
PROJECT ACTIVITY (Hard Costs)					
Total Project Activity Costs		\$9,217,064	\$4,698,478	\$0.00	\$0.00
SOFT COSTS AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$870,000	\$301,522	\$406,726	\$162,692
TOTAL PROJECT COSTS		\$10,088,004	\$5,000,000	\$406,726	\$162,692

EXHIBIT B

SOURCES AND USES - STI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
MISSION HERITAGE PLAZA			WAKELAND HOUSING AND DEVELOPMENT, CITY OF RIVERSIDE		
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		RTA Low-Carbon Transit Operations	FTA FY03, FY04 5309	FTA FY13 Local Transportation Fund	FTA FY16 STA Match
Total Project Activity Costs		\$58,822	\$102,984	\$261,047	\$208,828
Total Soft Cost and Other Project Related Costs		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PROJECT COSTS		\$58,822	\$102,984	\$261,047	\$208,828

EXHIBIT B

SOURCES AND USES - STI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
MISSION HERITAGE PLAZA			WAKELAND HOUSING AND DEVELOPMENT, CITY OF RIVERSIDE		
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		Western Riverside Council Governments TUMF	N/A	N/A	N/A
PROJECT ACTIVITY (Hard Costs)					
Total Project Activity Costs		\$3,886,905	\$0.00	\$0.00	\$0.00
SOFT COSTS AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PROJECT COSTS		\$3,886,905	\$0.00	\$0.00	\$0.00

EXHIBIT B

SOURCES AND USES – TRA
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
MISSION HERITAGE PLAZA			WAKELAND HOUSING AND DEVELOPMENT, CITY OF RIVERSIDE		
ESTIMATED TRA CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC Grant Program		
PROJECT ACTIVITY (Hard Costs)					
Total Project Activity Costs		\$949,000	\$949,000	\$0.00	\$0.00
SOFT COSTS AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$51,000	\$51,000	\$0.00	\$0.00
TOTAL PROJECT COSTS		\$1,000,000	\$1,000,000	\$0.00	\$0.00

EXHIBIT D

AHSC PROGRAM TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date"). The Recipient agrees that neither the construction of the Housing Development nor the Work has commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Recipient agrees that the Work shall be completed as specified in this Agreement, and as set forth in the Project Report, hereby incorporated in this Agreement by this reference subject to the Agreement expiration date specified on page 1, number 2, of this Agreement (STD 213), and in Exhibit B, unless a written request for an extension is submitted and written approval by the Department is provided within 90 days prior to the expiration date of the Agreement. Any extension to the expiration date shall require an amendment to this Agreement.
- B. Pursuant to §111(a) and (b) of the Guidelines, construction of the Affordable Housing Development and the housing designated in the Application, must commence within two years of the Program award date and be completed (including completion of all phases identified in the Application and accounting for the total number of units on which the Grant award is based) within five years of the Program award date.

2. Termination

Notwithstanding any other provision of this Agreement, the Department may terminate this Agreement at any time for cause by giving at least 14 days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any General or Special Terms and Conditions of this Agreement, to include but not limited to Paragraph 43 of this Exhibit. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Recipient shall be returned to the Department within 14 days of the Notice of Termination. In the event of withdrawal of the Department's expenditure authority, all obligations of the Department to continue funding any amounts, whether for the benefit of Recipient or any other persons, shall fully and immediately cease and terminate, and the Department shall thereafter have no duty or obligation to undertake or perform any act that it is not legally or practically able to. Department makes no representation or warranty, express or implied, to Recipient or any other persons that all or any portion of the Program Grant Documents will be enforceable after the withdrawal of the Department's funding authority.

EXHIBIT D

3. Affordable Housing and Sustainable Communities Grant Documents

In addition to this Agreement, the Recipient shall execute and enter into a Disbursement Agreement which shall govern the terms, disbursement and use of the Program funds, the Covenant described below, and other additional agreements and documents, as the Department may deem reasonable and necessary to meet the requirements of the Program and the terms and conditions of this Agreement. The Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being constructed.

4. Covenant Regarding the Affordable Housing Development

Prior to the disbursement of Program funds, the Recipient shall enter into a written Covenant Regarding the Affordable Housing Development ("Covenant") with the Department, and including such other parties as the Department may reasonably require, which shall require the development and construction of the Affordable Housing Development with, the number of units and the number of bedrooms per unit, the extent and depth of affordability, as set forth in the Project Report and Exhibit A, and other uses and amenities for which points were granted to the Application. The Covenant shall be recorded against the parcel or parcels of real property on which the Affordable Housing Development is to be located and shall be binding on all successors, transferees, and assignees acquiring an interest in the Affordable Housing Development as follows:

- A. For rental housing developments, the Covenant shall require the continuation of the affordability of the Affordable Housing Development for a period of not less than 55 years from the date of the filing of a notice of completion for Affordable Housing Development.
- B. For homeownership housing developments, the Covenant shall require the continuation of the affordability for a period of not less than 30 years from the date of a filing of a Notice of Completion for the Affordable Housing Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.
- C. The Department may waive this requirement for the Covenant upon the Department's determination that sufficient protections are in place to ensure the development and continued operation and occupancy of the Affordable Housing Development in accordance with this Agreement.
- D. In addition to the Covenant, the Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised in the

EXHIBIT D

event that the Work is not timely completed, or in the event of an uncured breach of this Agreement.

5. Site Control

The Recipient shall ensure that site control of the real property associated with the Work is sufficient to meet the requirements of the Program. This shall include, but not be limited to, ensuring the timely commencement of the Work as determined by the Department. Site control of the Work may be evidenced by one of the following:

- A. Fee title;
- B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all program requirements;
- C. An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;
- D. An executed disposition and development agreement, right of way, or irrevocable offer of dedication to a Public Agency;
- E. An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;
- F. An executed agreement with a public agency that gives the applicant exclusive rights to negotiate with the agency for the acquisition of the site; provided that the major terms of the acquisition have been agreed to by all parties;
- G. A land sales contract or enforceable agreement for acquisition of the property; or
- H. Other forms of site control that give the Department equivalent assurance that the applicant or developer will be able to complete the Work and all housing designated in the Application in a timely manner and in accordance with all the requirements of the Program.

The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Work, and provide evidence of such instruments prior to the first disbursement of Program funds.

6. Appraisals

Recipient shall, at the request of the Department, provide an appraisal of the real property to be acquired as part of the Work, prepared in a form, and by a qualified appraiser, acceptable to the Department.

EXHIBIT D

7. Relocation Plan

If there is or will be any residential or commercial displacement directly or indirectly caused by the Work, as defined in state law, the Recipient shall provide a relocation plan conforming to the requirements of state law and the regulations adopted by the Department in California Code of Regulations, Title 25, section 6000 et seq. The project and/or the development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department. Should a relocation plan not be required, Recipient must provide documentation for Department approval that there are no relocation requirements.

8. Article XXXIV

The Recipient shall deliver to the Department satisfactory evidence that the requirements of Article XXXIV of the California Constitution are inapplicable or have been satisfied.

9. Environmental Conditions

The Recipient shall provide to the Department the following:

- A. All Environmental Site Assessment (“ESA”) Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Work, in conformance with ASTM Standard Practice E 1527, evaluating whether the Work is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all ESA Report recommendations including remediation and/or mitigation work have been completed.
- C. Mitigation requirements required as a result of the Final Environmental Impact Report (“EIR”) or Mitigated Negative Declaration if applicable and evidence satisfactory to the Department that all mitigation requirements have been satisfied.

10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Recipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Work, the Recipient, its Contractors or Subcontractors, and any grant activity.

11. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

EXHIBIT D

- B. The Recipient shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

12. Milestones

Recipient shall ensure the completion of the PERFORMANCE MILESTONES set forth in the Project Report and Exhibit A of this Agreement, and as further set forth in the Disbursement Agreement by the designated dates. Recipient shall timely inform the Department when a milestone is missed or at risk of being missed, provide an update of these timelines and provide assurances from the Recipient for timely completion of the remaining Milestones. Failure to timely notify the Department shall be considered a default under this Agreement.

13. Insurance

The Recipient shall have and maintain in full force and effect forms of insurance, at such levels and for such periods, in accordance with the Disbursement Agreement.

14. Change of Conditions

Notwithstanding the Department's obligations to provide payments pursuant to Exhibit B hereof, the Department reserves the right to evaluate the Recipient's need for Program funds based on new information or funding sources associated with the Work. If the Department determines that the Program funds, or a portion thereof, are no longer necessary to complete the Work, the Department may reduce the amount of the Grant accordingly. In the event the Department determines the Work is no longer financially feasible, any Grant commitment issued by the Department and this Agreement may be terminated.

15. Obligations of Recipient with Respect to Certain Third Party Relationships

The Recipient shall remain fully obligated under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Work with respect to which assistance is being provided under this Agreement. The Recipient shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Work in accordance with this Agreement.

16. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Recipient of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

EXHIBIT D

17. Identity of Interests

As a condition of disbursement, Recipient shall execute a Certificate of Identity of Interest ("Certificate") listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient's performance of the Work. The Certificate shall be in a form provided by the Department. At the Department's request, Recipient shall submit contracts, instruments, documents, correspondence or other writings relating to Recipient's relationship with entities listed in the Certificate. The existence and nature of such relationships shall be subject to the review and approval of the Department to the extent necessary to ensure compliance with Program requirements and this Agreement.

DESIGN REQUIREMENTS

18. Architect

The Recipient shall utilize the services an architect and/or an engineer to provide professional design and engineering services for the Work. The contract shall require an architect and/or an engineer to supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in paragraph 33 of these AHSC Program Terms and Conditions. At the request of the Department, Recipient shall submit any and all contracts for these services to the Department for its review and approval.

19. Plans and Specifications and Project Cost Estimates

At the request of the Department, the Recipient shall submit plans and specifications and project cost estimates for the Work to the Department for its review and approval. The Work shall be constructed in substantial compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

20. Reasonable Development Costs

At the request of the Department, the Recipient shall provide evidence acceptable to the Department that the total costs of the Work are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third party verification of cost, evidence of the competitive bidding of major cost components and appraisals.

21. Adaptability and Accessibility

The Work shall comply with all applicable federal, state and local laws regarding adaptability and accessibility for persons with disabilities in the design, construction and rehabilitation of projects.

EXHIBIT D

22. Acoustics Report

Upon request, the Recipient shall provide the Department with an acoustics report for the Affordable Housing Development in form acceptable to the Department.

23. Approval by Public Works Department

Where approval by a local public works department, or its equivalent, is required for the Work, the Recipient must submit, prior to the disbursement of Grant funds, a statement from that department, or other documentation acceptable to the Department, indicating that the Work has been approved by that department.

CONSTRUCTION REQUIREMENTS

24. Construction Contract

Except for work performed by its own employees, the Recipient shall enter into a written construction contract or contracts ("Construction Contract(s)") with a duly licensed contractor or contractors ("Contractor(s)") for the construction activities of the Work. The Construction Contract(s) shall require, where applicable, prevailing wages be paid in conformance with Labor Code section 1720 et seq. and applicable provisions of this Agreement. The Construction Contract(s) and any amendments thereto shall be subject to the prior approval of the Department.

25. Contractor's Assurance of Completion

The Contractor(s) shall provide security to assure completion of the Work by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer which is acceptable to the Department. The Performance Bond shall be in an amount at least equal to 100 percent of the approved construction costs included in the Construction Contract(s) to provide security for the faithful performance of the Construction Contract(s) including a warranty period of at least 12 months after completion. The Payment Bond shall be in an amount at least equal to 100 percent of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Work and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least 20 percent of the approved construction costs included in the Construction Contract(s), in the form of an unconditional irrevocable, stand-by letter of credit. The Department shall be named as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

26. Prevailing Wages

Pursuant to Section 113 of the Guidelines, for the purposes of the State Prevailing Wage Law (Labor Code Sections 1720-1781), a grant under the Program shall be considered public funding

EXHIBIT D

for the construction, rehabilitation, demolition, relocation, preservation, or other physical improvement of the Work subject to the provisions of the State Prevailing Wage Law. Program funding of the Work shall not necessarily, in and of itself, be considered public funding of a Housing Development unless such funding is otherwise considered public funding under the State Prevailing Wage Law. It is not the intent of the Department to subject Housing Developments to the State Prevailing Wage Law by reason of Program funding of the Work in those circumstances where such public funding would not otherwise make the Housing Developments subject to the State Prevailing Wage Law. Although the use of Program funds does not require compliance with federal Davis-Bacon wages, other funding sources may require compliance with federal Davis-Bacon wages. The Recipient shall prepare a plan for compliance with this section, which plan shall be subject to the review and approval of the Department.

27. Construction Phase Information

If requested by the Department, the Recipient shall provide the Department:

- A. Information during the construction period, including but not limited to all change orders and modifications to the construction documents, and all inspection reports of the Work. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

- B. Information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Housing Development architect and other consultants, and information relative to the Housing Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations and conditions of the Housing Development. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

EXHIBIT D

28. Signage

- A. Recipient shall place signs on the construction site for the Work stating that the Department is providing financing through the Program in an appropriate location(s), typeface and size containing the following message:

**MISSION HERITAGE PLAZA
THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM**

**CALIFORNIA CLIMATE INVESTMENTS
(Funded through the GREENHOUSE GAS REDUCTION FUND)
AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM
THROUGH THE
STRATEGIC GROWTH COUNCIL AND
THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

- B. The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the acknowledgement and logos required by this Paragraph 28 shall also be displayed in a similar size and layout. Copies of the Department, SGC and California Climate Investments ("CCI") logos can be obtained by contacting the HCD Contract Coordinator.
- C. Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Work by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

INSPECTION OF GRANT ACTIVITIES

29. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Work site and any structures or other improvements thereon to determine whether the Work site meets the requirements of Program and this Agreement. If the Department reasonably determines that the site is not acceptable for the proposed Work in accordance with the Guidelines, the Department reserves the right to cancel its funding commitment and this Agreement.

30. Work Inspection

- A. The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Work

EXHIBIT D

to ensure that the construction is being and has been performed in accordance with the applicable Federal, State, and /or local requirements, the Guidelines and the terms of this Agreement. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.

- B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to withhold payment to the Contractor and/or Subcontractor(s) until action(s) to correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.
- C. The Department reserves the right to withhold payment for any costs found not to conform to applicable Program requirements until such actions have been taken to correct the non-conforming circumstances and such corrective actions have been approved by the Department.
- D. The Department shall have no affirmative duty to inspect the Work and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Recipient, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Work.

31. Audit/Retention and Inspection

- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four years after final payment under the Agreement, unless a longer period of records retention is stipulated.
- B. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Recipient.
- C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Work. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.

EXHIBIT D

- D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.
- F. If so directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation and all other materials relevant to this Agreement to be delivered to the Department as depository.

COMPLETION OF CONSTRUCTION

32. Relocation Plan Implementation Report

The Recipient shall provide a report, in a form acceptable to the Department, summarizing the actions taken and identifying all recipients of relocation assistance and benefits, and the amounts paid, and benefits provided, to or on behalf of each recipient.

33. Architect Certification

Where required by the Department, the Recipient shall cause the Work architect(s) or other appropriate professional to certify to the Department, in form acceptable to the Department, that all construction is completed in accordance with the "as-built" Plans and Specifications and in compliance with all applicable federal, state and local laws relating to disabled accessibility.

34. Cost Certification

At the request of the Department, the Recipient shall submit a Work cost certification that shall have been audited by an independent certified public accountant in accordance with the requirements of the Department and the California Tax Credit Allocation Committee, if applicable. The Recipient (and the developer or builder if there is an identity of interest with the Recipient) shall keep and maintain records of all construction costs not representing work done under the construction contract and to make such records available for review by the Department.

35. Recorded Notice of Completion

The Recipient shall provide to the Department a certified copy of any Notice of Completion for the Housing Development recorded in the county in which the Housing Development is located.

EXHIBIT D

36. “As-Built” Plans and Specifications

Upon completion, at the request of the Department, the Recipient shall submit “as-built” plans and specifications for the Work and Housing Development acceptable to the Department.

AFFORDABLE HOUSING DEVELOPMENT REQUIREMENTS

37. Confirmation of Permitted Housing Units

Conditions precedent to the first disbursement of Program funds shall include receipt of all required public agency entitlements and all required funding commitments for the Affordable Housing Development. The housing units to be developed in the Affordable Housing Development must be completed, as evidenced by receipt of a certificate of occupancy, within the time period established in this Agreement.

REPORTING REQUIREMENTS

38. Reports on California Climate Investments

Upon Department’s request, Recipient shall provide to the Department any and all necessary data that it is legally and factually able to provide that is required to be reported pursuant to the most recently adopted Funding Guidelines for California Climate Investments by the California Air Resources Board.

39. Reports on Work

Recipient shall submit, upon request of the Department, a periodic performance report regarding the construction or implementation of the Work. The reports will be filed on forms provided by the Department.

40. Reports on Affordable Housing Development

Recipient shall submit to the Department periodic reports, as required by the Department, but not less than annually, describing the development, construction and occupancy of the Affordable Housing Development and the housing designated in the Application. The report shall include, but not limited to, information regarding unit affordability and occupancy, construction and permanent financing evidenced by commitment letters, and a construction and completion schedule demonstrating compliance with this Agreement and the Guidelines. The reports will be filed on forms provided by the Department.

41. Updated Information

Recipient shall provide the Department updated documentation for any substantial change in the information previously provided relating to the Work and the conditions described above.

EXHIBIT D

42. Monitoring Requirements

The Program may perform program and/or fiscal monitoring of the Grant. The Recipient agrees to cooperate with any such monitoring and provide reasonable access to all Work files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Program's satisfaction by the deadlines set by the Department.

REPAYMENT OF GRANT FUNDS

43. Breach of this Agreement

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, including without limitation, the times for commencement and completion of the construction of the Affordable Housing Development and the housing designated in the Application as set forth in Paragraph 1.B. of this Exhibit D, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than 30 days. If the breach or violation is not cured to the satisfaction of the Department within the specified time period, the Department, at its option, may declare a default of the Agreement and may seek remedies for the default, including the following:

- A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that work for costs to be paid by Program funds as provided in Exhibit B remains unperformed or uncompleted. Recipient shall be liable for all costs to complete all such uncompleted or unperformed work.
- B. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Work in accordance with Program requirements.
- C. The Department may seek such other remedies as may be available under this Agreement or any law.
- D. This Agreement may be canceled by the Department under any of the following conditions:
 - 1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement;
 - 2) The objectives and requirements of the Program cannot be met by continuing the commitment or this Standard Agreement;
 - 3) Construction of the Work or Housing Development cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement; and,

EXHIBIT D

- 4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

44. Cross-Default Provision

This award was based on the total points awarded the Recipient's Application, during a highly competitive process. The Application proposed an integrated combination of some or all of the following Project components:

Affordable Housing Development (AHD);
Housing-Related Infrastructure (HRI);
Sustainable Transportation Infrastructure (STI);
Transportation-Related Amenities (TRA); and
Program (PGM)

The Application's point score was based, in part, on the Project's total projected reduction of greenhouse gas (GHG) emissions. The Project components (AHD, HRI, STI, TRA, and PGM) that were proposed in the Application and approved by the Department must be completed in order to achieve this projected reduction of GHG emissions. By executing this Standard Agreement, the Recipient acknowledges and agrees, that in the event the AHD component is not timely completed pursuant to Program requirements, that the Recipient will no longer qualify for the Grant award. In that event, all disbursements of Grant funds would cease and the Recipients would be responsible for repayment of all disbursed Grant funds.

EXHIBIT E

SPECIAL CONDITIONS

The following Special Conditions are applicable to this Standard Agreement:

1. Applicable law, including the Department's and the AHSC Program's statutes, regulations, and Guidelines (the "**AHSC Requirements**") shall apply and be enforced in the event any conflict between the AHSC Requirements and the project documentation becomes apparent to the Department at any time, notwithstanding the Department's prior review of project documentation prior to or at the time of construction loan closing.
2. Other Departmental Funding. In the event the Affordable Housing Development is or has been awarded any other Departmental grant or loan funding in addition to the AHSC Loan and AHSC grant contemplated by the Award Letter (each such funding, including the AHSC Loan and AHSC grant referenced in the Award Letter, being a "**Departmental Funding**"), then each Departmental Funding will be cross-defaulted to the other Departmental Fundings so that:
 - (i) the compliance by the obligated party(ies) under the Department's documentation relating to one Departmental Funding shall be a condition precedent to the funding and disbursement of the funds to be provided under all of the other Departmental Fundings; and
 - (ii) a default under one Departmental Funding shall constitute a default under all of the other Departmental Fundings.

The loan and grant documentation for each Departmental Funding shall reflect the cross-defaulted nature of all such fundings.

EXHIBIT "B"

AHSC Co-Applicant Agreement

AHSC Co-Applicant Agreement

This AHSC Co-Applicant Agreement (this "Agreement") is made as of October 6, 2020 (Effective Date) , by and between the City of Riverside, a California charter city and municipal corporation (the "City"), and Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation (the "Developer") , acting as the sole member and manager of Wakeland Mission Heritage LLC, the managing general partner of Mission Heritage LP, a California limited partnership (collectively with the City, the "Parties," each a "Party"), with reference to the following:

RECITALS

- A. Mission Heritage LP, a California limited partnership, is the owner of certain real property located at 3901 and 3933 Mission Inn Avenue and 3942 6th Street in Riverside, California (the "Property").
- B. Mission Heritage LP (the "Partnership"), through Wakeland Housing and Development Corporation, the sole member and manager of Wakeland Mission Heritage LLC, the managing general partner of Mission Heritage LP, will develop and construct the Property as a mixed use development, consisting of approximately eight thousand (8,000) square feet of commercial space and a multifamily, affordable housing development of approximately seventy-two (72) Affordable Units, including one (1) mixed use development, together with any improvements appurtenant thereto (Project) . Ui
- C. The State of California, acting through the Strategic Growth Council and the Department of Housing and Community Development ("HCD"), issued a notice of funding availability dated November 1, 2018 (the "AHSC NOFA"), under the Affordable Housing and Sustainable Communities ("AHSC") program established under Division 44, Part 1 of the Public Resources Code, commencing at Section 75200.
- D. The Parties jointly applied for funds under the AHSC NOFA to provide funding for the Project, as well as funding for transportation-related public improvements to be constructed by the City.
- E. HCD awarded the Parties an aggregate amount of Sixteen Million Eight Hundred Twenty-Six Thousand Nine Hundred Thirty-One Dollars (\$16,826,931) in AHSC program funds (collectively, the "AHSC Financing) , as follows:
 - 1. A permanent loan for the Project (the "AHSC Loan") in the amount of Seven Million Thirty Thousand Two Hundred Thirty-One Dollars (\$7,030,231); and
 - 2. A grant (the "AHSC Grant") in the amount of Nine Million Seven Hundred Ninety-Six Thousand Seven Hundred Dollars (\$9,796,700).
- F. The AHSC Grant consists of:
 - 1. Three Million Five Hundred Eighty-Five Thousand Dollars (\$3,585,000) for Housing-Related Infrastructure Improvements (the "HRI Improvements");

2. Four Million Nine Hundred Fifty-Five Thousand Dollars (\$4,955,000) for Sustainable Transportation Infrastructure projects ("STI Improvements");
 3. One Million Forty-Five Thousand Dollars (\$1,045,000) for Transit-Related Amenity projects ("TRA Improvements"); and
 4. Two Hundred Eleven Thousand Seven Hundred Dollars (\$211,700) for Eligible Program C (the PGM).
- G. The STI Improvements include the following, which are more particularly described in the Paie AHSC application, attached hereto as Ehibi A (Application) : (1) pedestrian and bikeway mode shift improvements (Mode Shift Improvements) ; (2) two bike share stations (Bike Share Stations) ; and (3) a multi-modal ai hb (Transit Hub) .
- H. The TRA Improvements include the following, which are more particularly described in the Application: (1) installation of new bus stop and improvement of existing bus stops (Bus Stop Installation) ; (2) urban greening project along Fairmount Boulevard and Mission Inn Avenue (Avenue Urban Greening) ; and (3) urban greening at the Transit Hub (Transit Hub Urban Greening) .
- I. The PGM component includes subsidizing bus passes for residents of the Project (at a maximum rate of Seventy-Five Dollars (\$75) per month per Affordable Unit for three years) (Bus Passes) and transit riding training (Training) f eide f he Pjec . The Bus Passes and Training are referred to in this Agreement a he Ridership Programs.
- J. The AHSC Loan will be made to the Partnership from HCD, for permanent financing of the Project. The Developer is required to enter into a Standard Agreement for the AHSC Loan (AHSC Loan Standard Agreement) . Developer will also provide the portion of the ASHC Grant designated for the HRI Improvements to the Partnership for use in connection with the Project.
- K. The AHSC Grant will be made to the City and the Developer. The City and the Developer are eied ee i a Sadad Ageeme f he AHSC Ga (AHSC Grant Standard Agreement).
- L. The Developer will utilize a portion of the AHSC Grant for the following purposes:
1. Three Million Five Hundred Eighty-Five Thousand Dollars (\$3,585,000) for HRI Improvements (which funding shall be provided to the Partnership from Developer);
 2. Two Hundred Fifteen Thousand Dollars (\$215,000) for design of Mode Shift Improvements, which are STI Improvements;
 3. Thirty-Nine Thousand Seven Hundred Fifty Dollars (\$39,750) for design of the Bike Share Stations, which are STI Improvements.
 4. Six Hundred Thousand Dollars (\$600,000) for the Avenue Urban Greening, which is a TRA Improvement; and

5. One Hundred Ninety-One Thousand Seven Hundred Dollars (\$191,700) for Bus Passes, which is a PGM cost.
- M. Additionally, the Developer will utilize a portion of the AHSC Grant to provide funds to the Rieide Tai Agec, a Califia ji RTA, f e agec (he fllig purposes:
1. One Million Five Hundred Ten Thousand Four Hundred Seventy-One Dollars (\$1,510,471) for aial fdig f RTA eai f he Tai Hb, hich i a STI Improvement;
 2. Twenty-Five Thousand Dollars (\$25,000) for design costs related to the Bus Stop Installation, which is a TRA Improvement;
 3. Twenty Thousand Dollars (\$20,000) for design costs related to the Transit Hub Urban Greening, which is a TRA Improvement; and
 4. Twenty Thousand Dollars (\$20,000) for Training, which is a PGM cost.
- N. Recital Land Recital M hall be clliecief efeed a Developer Work.
- O. The City will utilize a portion of the AHSC Grant for the following purposes, collectively, he City Work :
1. Two Million Nine Hundred Sixty-Nine Thousand Seven Hundred Seventy-Nine Dollars (\$2,969,779) for construction of the Mode Shift Improvements; and
 2. Two Hundred Twenty Thousand Dollars (\$220,000) for the acquisition and installation of the Bike Share Stations, which is a TRA Improvement.
- P. In executing the AHSC Loan Standard Agreement and the AHSC Grant Standard Agreements, and any related funding agreements with HCD (collectively, the "AHSC Documents"), the Parties will be jointly and severally liable for the full and timely performance of all obligations set forth in the AHSC Documents, including completion of the Project and the HRI Improvements, STI Improvements, TRA Improvements, and PGM work.
- Q. The inability or failure by either Party to fully and timely complete that Party's respective improvements required by the AHSC Documents may affect the timing and right of the other Party to receive disbursements of AHSC Financing due the other Party, notwithstanding the other Party's full and timely performance of its obligations.
- R. Each Party desires to enter into this Agreement to set forth its agreement to indemnify the other parties relating to performance of its respective obligations under the AHSC funding application and the AHSC Documents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The Parties hereby acknowledge and agree that each of the Recitals above is true and correct.

Section 2. Mutual Obligations of the Parties.

(a) Commercially Reasonable Efforts. Each Party shall exercise all commercially reasonable, good faith efforts to do all things at all times necessary to commence and complete its respective work and obligations under the AHSC Documents.

(b) Status Updates. Each Party shall provide the other Parties with written monthly status reports on its respective obligations under the AHSC Documents.

(c) Document Requests. Each Party shall make available copies of any documents reasonably requested by another Party related to its respective obligations under the AHSC Documents.

(d) Notice of Potential Delay in Meeting Milestones. If any Party anticipates missing targeted construction or grant disbursement milestones for its respective obligations under the AHSC Documents, it shall notify the other Parties in writing as soon as reasonably possible. Upon notice under this subsection (d), the Parties shall promptly meet to discuss: (i) the reasons the milestone dates may not be met; (ii) any actions the delayed Party shall take to meet the milestone; and (iii) any other solutions to rectify the Project schedule in order to maintain good standing with the terms and conditions of the AHSC Documents.

(e) Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws in the performance of this Agreement, including, without limitation, the following:

1. Competitive Bidding Requirements. The Parties shall select one or more duly licensed contractors to complete the work, in compliance with all applicable federal, state, and local requirements.

2. Labor Code Compliance. The Parties shall include the Labor Code compliance requirements, attached hereto and incorporated herein as Exhibit B (Labor Code Requirements) in any call for bids or construction contract for the work. The Parties shall not enter into any contract for the construction of the work without verifying that the contractor is registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. Following any notice of award with a construction contractor, the Parties shall register the project with the Department of Industrial Relations as required by law.

3. Accessibility. The Parties shall ensure that the work is constructed in compliance with all federal, state, and local requirements for accessibility for persons with disabilities. To the extent that construction of the work would trigger any obligation to bring other existing improvements into compliance with disability access laws, the Parties will comply with such obligation.

4. Non-Discrimination. Any construction contract for the work shall contain a clause prohibiting discrimination in violation of federal, state, or local law, including on

the basis of race, color, creed, sex, sexual orientation, gender, gender identity, marital or family status, national origin, age (over 40), military and veteran status, and disability. The Parties shall require the construction contractor to include the same provision in any subcontract for work under the construction contract.

5. Environmental Laws. The Parties shall comply with, or ensure compliance with, all applicable environmental laws in the performance of all work under this Agreement, including, without limitation, the California Environmental Quality Act.

6. Conflicts of Interest. The Parties shall require any construction contractor to certify that it, its officers, employees, subcontractors, and agents, do not, and will not, have, maintain, or acquire, a direct or indirect conflict of interest in relation to the construction contract, or in the performance thereof, that violates any federal, state, or local conflict of interest law, including Government Code Section 1090, et seq., and the Political Reform Act, Government Code Section 81000, et seq., and their accompanying regulations.

(f) Reporting Damages. Each Party shall report any transaction or occurrence relating to the construction of its work for which the Parties may have significant exposure to liability. Such report shall be made immediately by phone and within one (1) business day in writing the authorized representative of the other Party. The written report shall describe the incident with reasonable particularity, including a description of the nature of the damages and the identity and contact information (if available) of any witnesses. The report shall also identify any insurance policy that may be available to cover the damage.

(g) Insurance. Without limiting any Party obligations under this Agreement to release, hold harmless, indemnify, and defend the other under this Agreement or any other agreement between them, each Party shall at all times during the construction of any of its work, maintain, or cause its contractor(s) to maintain insurance to cover claims arising from such construction, in amounts and types, and subject to such conditions, as requested by the other Party.

(h) Environmental Warranties and Covenants.

1. Hazardous Materials Defined. For purposes of this section, the term Hazardous Materials means a base material capable of affecting health, safety, or property, including materials and substances designated as hazardous, or for which remediation is required, pursuant to any federal, state, or local law.

2. Contractor Obligations. Any contract for construction shall include a provision requiring that the contractor will not use, generate, manufacture, produce, or release any Hazardous Material, or cause or allow any subcontractor or other person to do the same, on or about any public or private property in the performance of work under the construction contract, except in compliance with all applicable environmental laws.

(i) Assurances. The City and the Developer recognize that each Party may need additional assurances from the other Party regarding the AHSC Financing before commencement of construction, including assurances to lenders and investors. The Parties agree to cooperate with each other to reach mutual agreement on amendments to this Agreement or any

other sub-agreements. The Developer recognizes that any such amendments or sub-agreements may require City Council approval.

Section 3. Obligations of the City.

(a) Draw Requests; Use of Funds. The City shall submit to HCD all draw requests for AHSC Grant funds for the costs associated with construction of the City Work and shall apply those funds to pay invoices for the same.

(b) Completion of City Work. The City shall be solely responsible for the performance and completion of the City Work in accordance with the AHSC Documents and all approved design and construction documents. The City will make good faith efforts to commence the City Work by December 30, 2021 and complete the City Work by June 30, 2022. The City's responsibility includes the following, in addition to completing the City Work: (i) furnishing materials necessary to complete the City Work; (ii) acquiring any and all real property interests necessary to complete the work, including any and all rights of way or public or private utility easements or authorizations necessary to accommodate the improvements; (iii) obtaining any required permits, licenses, or other entitlements; and (iv) complying with all applicable federal, state, and local laws in performance of the City Work.

(c) Cost Overruns. The City shall be responsible for paying all costs required to complete the City Work irrespective of whether such costs exceed the AHSC Grant proceeds allocated to the City Work under the AHSC Documents and this Agreement.

(d) Greenhouse Gas Reduction Reporting. To the extent feasible, the City shall cooperate with the Developer and assist in responding to any reporting requests in connection with Developer's obligation to monitor and report on reductions in greenhouse gas emissions during the term of the AHSC Documents.

(e) DeeLe Work. The City shall cooperate with RTA and Developer in obtaining any City approvals needed in connection with the DeeLe Work.

(f) Inspections; Final Acceptance of Work. At all times during the construction of the City Work, upon forty-eight (48) hours prior notice, the City shall provide, or shall cause contractor(s) to provide safe access to the Developer and its consultants to inspect the work to ensure compliance with this Agreement and the AHSC Documents.

Section 4. Obligations of Developer.

(a) Design of City Work. The Developer shall endeavor in good faith to ensure completion of the design for the City Work in time for construction to commence on schedule.

(b) Ridership Programs. The Developer shall fund or cause the Partnership to fund, the Ridership Programs, and shall seek reimbursement out of the AHSC Grant.

(c) Preparation of Plans and Specifications. The Developer shall cause to be prepared the plans for the following components of the City Work: painting of the cross walk, paving of five alleys, and plans related to installation of two bike share stations.

(d) Draw Requests; Use of Funds. The Developer shall, (i) submit to HCD all draw requests for AHSC Grant funds for the costs associated with the Developer Work, (ii) apply funds for the Developer Work to pay invoices for the same, and (iii) pass funds to RTA for the portion of the Developer Work to be performed by RTA.

(e) Completion of Developer Work; Overruns. The Developer shall be solely responsible for the performance and completion of the Developer Work in accordance with the AHSC Documents and all approved design and construction documents. In addition to completing the Developer Work, the Developer shall be responsible for paying all costs required to complete the Developer Work irrespective of whether such costs exceed the AHSC Grant proceeds allocated to the Developer Work.

(f) AHSC Loan; Completion of the Project. The Developer acknowledges that the cost of completing the Project will exceed the amount of the AHSC Loan and agrees to be solely responsible for complying with the terms of the AHSC Loan, including the completion of the Project in accordance with the AHSC Documents and all approved design and construction documents.

(g) Greenhouse Gas Reduction Reporting. The Developer assumes responsibility for any monitoring or reporting of reductions in greenhouse gas emissions during the term of the AHSC Documents.

Section 5. Indemnities.

(a) City Indemnity. The City is responsible for using a portion of the AHSC Grant proceeds in the amount of One Million One Hundred Eighty-Nine Thousand Seven Hundred Seventy-Nine Dollars (\$1,189,779) to complete the City Work and to comply with the HCD requirements related to such work. The City shall release, indemnify, defend (with counsel approved by Developer), and hold the Developer and its respective officers, directors, members, managers, partners, employees, agents, and consultants (collectively, "Developer Indemnitees") harmless from and against any and all claims, losses, costs, damages, liability and judgments, including reasonable attorneys' fees (with counsel of Developer's choice) (collectively, "Claims"), incurred by or asserted against any Developer Indemnitees arising in connection with the City's failure to complete the City Work (and comply with the related HCD requirements) in accordance with any term or condition in the AHSC Grant Standard Agreements or this Agreement, including those breaches or defaults by the City that trigger a default by the Developer under the AHSC Loan Standard Agreement; provided, that the City's indemnification obligations under this Agreement shall not extend to Claims resulting solely from the gross negligence or willful misconduct of Developer Indemnitees. It is further agreed that the Developer does not and will not waive any rights against the City that each may have by reason of this Agreement because of Developer's acceptance, or City's deposit with Developer, of any of the insurance policies.

(b) Developer Indemnity. The Developer is responsible for using a portion of the AHSC Grant proceeds in the amount of Four Million Six Hundred Thirty-One Thousand Four Hundred Fifty Dollars (\$4,631,450) to complete the Developer Work and to comply with the HCD requirements related to such work and is also responsible for using the AHSC Loan, in the amount of Seven Million Thirty Thousand Two Hundred Thirty-One Dollars (\$7,030,231), to finance the Project. The Developer shall release, indemnify, defend (with counsel approved by the City), and hold the City and its elected officials, officers, employees, agents, and consultants (collectively, "City Indemnitees") harmless from and against any and all Claims incurred by or asserted against any City Indemnitees arising in connection with the Developer failing to complete the Developer Work or the Project (and comply with the related HCD requirements) in accordance with any term or condition in the AHSC Grant Standard Agreements, the AHSC Loan Standard Agreement, or this Agreement, including those breaches or defaults by the Developer that trigger a default by the City under the AHSC Grant Standard Agreements; provided, that Developer's indemnification obligations under this Agreement shall not extend to Claims resulting solely from the gross negligence or willful misconduct of City Indemnitees. It is further agreed that the City does not and will not waive any rights against Developer that it may have by reason of this Agreement because of the City's acceptance, or Developer's deposit with the City, of any of the insurance policies.

(c) Limitation. Notwithstanding the foregoing, neither Party is to be liable to the other Party, or any third party seeking to enforce the obligations herein, for any consequential, special or indirect losses or damages, including lost profits, whether or not the likelihood of such losses or damages was known by the Party. However, this limitation shall not limit liability resulting from gross negligence, bad faith, or willful or intentional misconduct.

Section 6. Developer Step-In Rights.

(a) Work Takeover Notice. If the Developer reasonably determines that there is a substantial risk that the City shall not meet its deadline under the AHSC Documents to complete the City Work, the Developer shall have the right, but not the obligation, to step in and take over the performance of the City Work by delivering to the City (Work Takeover Notice).

(b) Cooperative Steps. Within five (5) business days of the Work Takeover Notice, the Parties shall meet to discuss the cooperative steps to be taken for the Developer to complete the work timely. Such cooperative steps may include, but not be limited to, the following: joint notice by the Parties to HCD and to any other entity that any Party may request or require; joint responses, if requested, to information requested by any interested third party; execution and joint submittal by the Parties of any plans or other design or construction documents or changes thereto that may need to be approved prior to the commencement of construction of the City Work; execution and joint submittal by the City with the Developer of any applications for governmental or other approvals that may be needed for the commencement or completion of the City Work; and cooperation by the City to assist the Developer in meeting all applicable state or local public works requirements for constructing the City Work.

(c) Developer Assumption of Performance. If the Developer takes over the performance of the City Work, the Developer shall exercise commercially reasonable diligence to

complete the same by the completion date set forth in the AHSC Documents, as such date may be extended by HCD. The Developer shall be entitled to prepare and submit all draw requests for AHSC Grant funds (or any other funds) for the costs associated with the City Work and shall apply such proceeds to pay invoices for the work. From and after the date on which the Developer takes over the completion of the City Work in accordance with this Section, the Developer shall be responsible for the performance and completion of those improvements in accordance with the terms of the AHSC Documents and in accordance with the City's requirements for public works contracts and construction. In the event that the Developer elects to exercise its right to complete the City Work as set forth above, the City shall, within five (5) business days of the period for the Parties to take cooperative steps to complete the work pursuant the prior Subsection (assuming the Parties have not determined any other method for completing the work in a timely manner), fully and completely advise all of the City and the Developer of the plans, specifications, and approvals thereto with respect to the City Work, to the Developer, and shall cooperate with commercially reasonable diligence with the Developer's efforts to complete the City Work.

(d) Partnership Assumption Rights. The Parties agree that the Partnership will have the right to succeed to Developer's rights under this Section. The exercise of the right of assumption set forth in this section will be evidenced by delivery to the City of a notice of such assumption.

Section 7. Partnership Rights. The Partnership is intended to be, and will be, a third-party beneficiary of this Agreement.

Section 8. Term of Agreement. The term of this Agreement shall coincide with the term of AHSC Documents, provided that the Parties' indemnification obligations under this Agreement shall survive its termination.

Section 9. Notice. All notices required under this Agreement, including deliveries of documentation (i.e., plans and contracts) for review and approval, shall be sent by a Party or its counsel by either personal delivery, a reputable overnight courier which keeps receipts of delivery (such as UPS, OnTrac, or Federal Express), or through the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and 72 hours after dispatch, if mailed in accordance with the above. Notice to the respective Parties shall be sent to the following addresses unless written notice of a change of address has been given:

To Developer: Kenneth L. Sauder, President and CEO
 1230 Columbia Street, Suite 950
 San Diego, CA 92101

To the City: Al Zelinka, City Manager
 3900 Main Street, 7th Floor
 Riverside, CA 92522

Section 10. Term; Termination and Remedies.

(a) Term. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by mutual agreement of the Parties or until terminated pursuant to subsection (b) below.

(b) Termination. If the Default of this Agreement by either Party, the non-defaulting Party may provide notice of the Default to the defaulting Party, and the defaulting Party shall cure the Default within ten (10) days thereof; provided that if the Default is not reasonably capable of being cured within ten (10) days, then the defaulting Party shall commence a cure within ten (10) days and shall cure the Default as promptly as reasonably possible. If the Default is not cured following notice and a reasonable opportunity to effectuate a cure, the non-defaulting Party may provide the defaulting Party notice of its intent to terminate this Agreement. Within five (5) days of such notice, unless otherwise agreed, the Parties shall meet and confer in good faith in an attempt to resolve their dispute. If the Parties are unable to resolve their dispute informally, the non-defaulting Party may terminate this Agreement on written notice to the other Party and may pursue any and all remedies available to it.

(c) Remedies Cumulative. The remedies provided for under this Agreement, including the Default -in rights, are cumulative of every remedy available at law or in equity for any breach of this Agreement or the AHSC Documents.

Section 11. Interpretation.

(a) Headings. Headings in this Agreement are for convenience of reference only, and shall not affect its construction or interpretation.

(b) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, the unenforceable provision will be severed, and the remainder of the Agreement shall remain valid and enforceable to the fullest extent permitted by law except as necessary to avoid a result that the Parties cannot have intended.

(c) Integration; Amendment. This Agreement and the AHSC Improvements Agreement between the Parties contains the entire agreement between the Parties regarding the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of this Agreement shall be signed by both Parties or their respective successors in interest.

(d) Neutral Interpretation. This Agreement represents the contributions of both Parties, each of whom has had the opportunity to seek advice of competent counsel, and the rule stated at Civil Code Section 1654, that ambiguities in an agreement be construed against the drafter, shall not apply to the interpretation hereof.

(e) Relationship of the Parties. Except as otherwise expressly provided in this Agreement, this Agreement shall not be construed to create a relationship of principal and agent between the Parties or with any third party. The Parties are independent contractors and have no authority to bind one another without express consent.

(f) Governing Law. This Agreement shall be construed according to the laws of the State of California.

Section 12. Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties.

Section 13. Venue. Venue for all litigation arising out of this Agreement shall be proper in the Superior Court of California, County of Riverside.

Section 14. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were an original thereof. The signatories of this Agreement warrant that they have authority to execute it on behalf of their respective Parties.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DEVELOPER:

WAKELAND HOUSING
DEVELOPMENT CORPORATION, a
California nonprofit public benefits
corporation,

By: 
Name: Rebecca Louie
Title: VP/COO

CITY:

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
Al Zelinka
City Manager

APPROVED AS TO FORM:

By: _____
Lauren Sanchez
Deputy City Attorney

ATTEST:

By: _____
Colleen Nicol
City Clerk

EXHIBIT A

Application

See City files for AHSC application dated February 5, 2019 and related award dated July 8, 2109

EXHIBIT B

**Labor Code Requirements of Round 4 AHSC Guidelines and California Department of
Housing and Community Development Uniform Multifamily Housing Regulations**

EXHIBIT “C”

Mission Heritage Sustainable Transportation Infrastructure (“STI”) Scope of Work

EXHIBIT C

Sustainable Transportation Infrastructure Scope of Work

The Scope of Work for this Agreement for Sustainable Transportation Infrastructure (“STI Work”) shall consist of the following:

Activating 5 unpaved, blighted alleyways by paving, adding context sensitive bike ways and installing alleyway LED lighting and community-made art. Construct a protected pedestrian crossing linking the Affordable Housing Development (AHD) to the new City library and add a context sensitive bikeway adjacent along 6th Street, linking the AHD to Mt. Rubidoux recreation area.

Install two new bike-share stations with at least 20 pedal assisted bicycles. Improvements include racks, lighting and electrical improvements, payment kiosk and signage.

Eastside Mode Shift - Alley improvements and Class III bike paths:

1. Alley between Fourth St. and Fifth St. Adjacent streets Lime St. and Mulberry, st. bike sharrows and striping
2. Alley between Kansas and Sedgwick between 10th and 11th Streets - bike sharrows/signage
3. Alley between Sedgwick St. and Kansas Ave. Adjacent streets 11th St. and 12th Street, bike sharrows and striping
4. Alley between Victoria and Kansas, Adjacent streets 9th and 10th, bike sharrows and striping
5. Alley between Commer and Franklin, Adjacent streets 4th and 5th, bike sharrows and striping

Dwight Avenue Sidewalk: Install new sidewalk where none exists or is substandard/damaged on Dwight Avenue, between 7th Street and Minnesota Street

Class II bike path on Park Avenue: Revised from Park Avenue & 12th Street to travel westerly to Howard Ave & 12th Street and ultimately connect the bike path down Howard Avenue to connect to 14th Street.

Class II bike path on 6th Street between Market & Redwood: Bike lanes/sharrows on residential streets surrounding MSN - 6th street to Redwood

Protected pedestrian crossing: Mission Inn @ either Chestnut or Fairmount

Bike racks: Lincoln Park, 4261 Park Avenue, Riverside and Cesar Chavez Community Center, 2060 University Avenue, Riverside

PROJECT AREA MAP

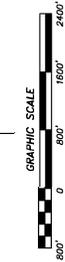


MAP LEGEND

- Project Area
- Project Site
- 1/2 Mile AHD Buffer
- 1/4 Mile STI Buffer
- 1/8 Mile STI Buffer
- Qualifying Transit Station
- Safe & Accessible Walkways (Art Alleys)
- Safe & Accessible Walkways (Sidewalks)
- Context Sensitive Bikeways
- Transit Stop Improvements
- Pedestrian Crossings
- Bike Share Stations
- Urban Greening
- Project Description

PROJECT DESCRIPTIONS

- Alley Improvements – Bike Sharrows and Striping.
- Sidewalk Improvements
- Bike Lane Improvements
- Bike Lane/Sharrows Improvements
- Protected Pedestrian Crossing
- Mobility Hub
- Bike Rack Locations
- New Bus Stop Improvements
- Urban Greening – Streetscape/Parkway Improvements.
- Urban Greening at Transit Hub.



Description	Location	Notes
Alley Improvemnets	Alley between 4th Street and 5th Sreet. Adjacent streets are Comer Ave and Eucalyptus.	Paving and Class III on all alleys
STI # 1A Eastside Mode Shift - Alley improvements and Class III bikepaths	Alley between Fourth St. and Fifth St. Adjacent streets Lime St. and Mulberry, st. bike sharrows and striping	Paving and Class III on all alleys
STI #1B	Alley between Kansas and Sedgwick between 10th and 11th Streets - bike sharrows/signage	Paving and Class III on all alleys
STI #1D	Alley between Sedgwick St. and Kansas Ave. Adjacent streets 11th St. and 12th Street, bike sharrows and striping	Paving and Class III on all alleys
STI #1E	Alley between Victoria and Kansas, Adjacent streets 9th and 10th, bike sharrows and striping	Paving and Class III on all alleys
STI #2 - Dwight Avenue Sidewalk, where none exist and Class II bike path	Install new sidewalk where none exists or is substandard/damanged on Dwight Avenue, between 7th Street and Minnesota Street	Sidewalk Improvements
STI #3 - Class II bike path on Park Avenue	Bike Lane on Park avenue Between 14th Street and University	Starts on Park Ave. SIB getting to 12th street. E/B On twelfth street between Park and Howard. On Howard Ave from 12th St to 14th St
STI #4 - Class II bike path on 6th Street between Market & Redwood	Bike lanes/sharrows on residential streets surrounding MSM - 6th street to Redwood	Class II bike path on 6th Street between Market & Redwood
STI #5 Protected pedestrian crossing	Missin Inn @ Fairmount	Fairmount has an existing cross walk with RRFB.
STI#7- Bike racks	Lincoln Park, 4261 Park Avenue, Riverside and Cesar Chavez Community Center, 2060 University Avenue, Riverside	Install Bike Racks

EXHIBIT “D”

Sustainable Transportation Infrastructure (“STI”) Budget

EXHIBIT D

Budget

Mission Heritage Plaza
19-AHSC-12775

AGENCY & FUNDING (LOAN OR GRANT)	WAKELAND- MSN	WAKELAND DESIGN WORK FOR CITY/RTA	CITY	RTA
Wakeland-Loan	\$7,030,231			
Wakeland-HRI Grant	\$3,585,000			
Wakeland STI Grant		\$254,750		
TRA STI Grant				\$1,510,471
City STI Grant			\$3,189,779	
Wakeland TRA Grant	\$600,000	\$45,000		
RTA TRA Grant				\$400,000
City TRA Grant				
Wakeland PGM Grant	\$191,700			
RTA PGM Gant				\$20,000
Totals	\$11,406,931	\$299,750	\$3,189,779	\$1,930,471

EXHIBIT "E"

Strategic Growth Council Letter



CALIFORNIA STRATEGIC GROWTH COUNCIL

Date: October 11, 2023

From: The California Strategic Growth Council (SGC)

To: Taylor Holland, Wakeland Housing & Development Corporation

RE: Affordable Housing and Sustainable Communities (AHSC)
Mission Heritage Plaza | AHSC Project 19-AHSC-12775

To Whom It May Concern,

In response to the request in the letter dated October 1, 2023 from Taylor Holland on behalf of Wakeland Housing & Development Corporation, this letter serves to modify the required project milestones related to AHSC Project 19-AHSC-12775 as set forth below. The Strategic Growth Council staff has consulted with our partner agencies and reviewed the request and SGC has agreed to the following terms for the project:

- Commencement of construction of STI from December 30, 2023 to December 30, 2024
- Construction completion of STI and closeout from September 30, 2024 to September 30, 2025
- Program funds fully disbursed from December 31, 2024 to November 9, 2025

The terms listed above supersede conflicting terms in the AHSC Round 3 Guidelines. All other terms and conditions contained in the AHSC Round Guidelines and subsequent amendments still apply. This extension is final and no further extensions will be provided.

A handwritten signature in black ink, reading "Lynn von Koch-Liebert".

Lynn von Koch-Liebert, SGC
Executive Director
California Strategic Growth Council

Cc:

SGC: AHSC Inbox, Amar Cid, Marc Caswell, Jessica Lopez

HCD: AHSC Inbox, Craig Shields, Lynn Jones, Alisha Senter

Original Applicants for project:

Kenneth L. Sauder, ksauder@wakelandhdc.com; Shonda Herold, sherold@wakelandhdc.com;

Al Zelinka, azelinka@riversideca.gov; Emilio Ramirez, eramirez@rivewrsideca.gov



October 1, 2023

Marc Caswell
Program Manager, AHSC
California Strategic Growth Council
1400 Tenth Street
Sacramento, CA 95814

Re: Mission Heritage Plaza Extension Request (19-AHSC-12775)

Mr. Caswell,

The California Department of Housing and Community Development, Wakeland Housing and Development Corporation (Wakeland), and the City of Riverside (City) entered into a Standard Agreement contract #19-AHSC-12775 on November 9, 2020.

The Housing-Related Infrastructure (HRI), Program Costs (PGM), and Transportation-Related Amenities (TRA) improvements have been completed per the Performance Milestones set forth in Exhibit A of the Standard Agreement. However, Wakeland and the City have encountered several delays while implementing the Sustainable Transportation Infrastructure (STI) improvements.

Wakeland and the City have been working diligently to complete the STI Scope of Work. During the design phase, the engineers encountered numerous conflicts, including privately-owned improvements encroaching on the Right-of-Way where STI improvements were planned which significantly hindered the timeline. The conflicts require extensive community outreach and additional design that was not originally contemplated. The project team anticipates another six months to finalize the design.

Further, once the design is complete, the City has lengthy requirements for public bids. The process includes advertising, bid review, recommendations, City Council approval, and contracting. The City anticipates that this project will take 6-8 months to complete.

Due to the circumstances above, Wakeland and the City respectfully request extensions to the following STI performance milestones:

- Commencement of construction of STI from December 30, 2023 to December 30, 2024
- Construction completion of STI and closeout from September 30, 2024 to September 30, 2025
- Program funds fully disbursed from December 31, 2024 to December 31, 2025

The project team has made significant progress toward implementing the STI scope but will not be able to meet the original expected milestones. A one-year extension on the remaining deadlines will allow Wakeland and the City to fully complete the remaining projects.

Thank you for your consideration. If you have any questions or concerns, please contact me at 619-944-7843 or tholland@wakelandhdc.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Taylor Holland". The signature is fluid and cursive, with the first name "Taylor" being more prominent than the last name "Holland".

Taylor Holland
Director of Development