

AGREEMENT FOR THE PAYMENT OF
DEVELOPMENT AND REGIONAL IMPACT FEES
FOR THE CONSTRUCTION OF TRANSITIONAL HOUSING

THIS AGREEMENT FOR THE PAYMENT OF DEVELOPMENT AND REGIONAL IMPACT FEES FOR THE CONSTRUCTION OF TRANSITIONAL HOUSING (“Agreement”) is entered into the _____ day of _____, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”) and THE GROVE COMMUNITY CHURCH, a California nonprofit organization (“Organization”). The City and Organization are sometimes referred to in this Agreement as Party or Parties.

RECITALS

- A. In 2017 the homeless point-in-time count identified 389 unsheltered persons residing in the City, a 50% increase from the 2016 homeless count.
- B. On June 20, 2017, the City Council of the City adopted a series of Homeless Service Initiatives that seeks to align municipal and regional resources into a cohesive strategy to address homeless issues, with an emphasis on addressing high recidivism of services in the homeless population.
- C. The City adopted Homeless Service Initiatives include a variety of committed resources and partnerships, including but not limited to: expansion of behavioral health services, a dedicated community response team, and various partnerships to support homeless services within the city limits.
- D. The City wishes to explore additional partnerships to address homeless issues with the goals of stabilizing people through the use of shelters, permanent housing, and assistance programs to reduce homelessness for its Housing First program.
- E. Organization is the owner of that certain real property located at 19900 Grove Community Drive, Riverside, CA 92508, in the City of Riverside, California (“Property”).
- F. Organization desires to construct transitional housing for homeless residents of the City. As an incentive for said construction and operation of transitional housing on the Property, under Implementation Tool H-15 of the City’s 2014-2021 Housing Element, the City agrees to pay the development and regional impact fees associated with said development.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained below and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties affirm the facts set forth in the Recitals above and incorporate the Recitals as though fully set forth herein.

2. Term. This Agreement shall be effective for a period of five (5) years, beginning upon the issuance of the Certificate of Occupancy (“Term”).

3. The City agrees to pay, out of its Measure Z Funds, the development and regional impact fees incurred by Organization in connection with the development and construction of the transitional housing for homeless residents of the City. Said fees are anticipated to be approximately One Hundred and Twenty Thousand Dollars (\$120,000) (“Fees”).

4. Organization agrees, in consideration of the City paying the Fees, to provide housing for a period of five (5) years for the homeless residents within the City, on its Property in the transitional housing units. Should Organization cease to provide the housing for the homeless at any time during the five (5) year period, then Organization shall pay to the City, on a prorated basis based on the numbers of years remaining under the Term, the Fees.

5. The City and Organization shall work together in connection with support and other services to assist the individuals residing in Organizations transitional housing to be placed in permanent housing. Organization shall provide to the City on a quarterly basis, the names of the individuals residing in the transitional housing as well as the steps being taken to transition said individuals into permanent housing.

6. Organization agrees to maintain the Property in a clean, neat and safe condition, including all landscaping and structures. Further, Organization agrees to abide by all applicable provisions of the Riverside Municipal Code.

7. Written notice, demands and communications between the City and Organization shall be sent by first-class registered or certified mail, postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery. Unless a different address is given by any party as provided in this Section, all such communications will be addressed as follows:

City

City of Riverside
Attn: Office of Homeless Solutions
3900 Main Street
Riverside, CA 92522

Organization

The Grove Community Church
ATTN: Executive Director
19900 Grove Community Drive
Riverside, CA 92508

Any Notice shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail. Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent. Any address for service of notice on any party may be changed by that party serving a notice upon the other of the new address, except that any change of address to a post office box shall not be effective unless a street address is also specified for use in effectuating personal service.

8. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party or the failure by the Party to exercise its rights under or

upon a default by the other party herein shall not constitute a waiver of such Party's right to demand strict compliance from such other Party in the future.

9. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

10. This Agreement may be modified or amended by mutual consent of the City and Organization provided that all amendments are in writing and signed by all of the Parties hereto.

11. The Parties represent they have the legal authority to perform and carry out all of the obligations to be performed under and pursuant to this Agreement. The execution, delivery, and performance by both Parties has been duly authorized by all necessary action, including any required consent of approval of the Parties respective governing bodies.


[Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below.


CITY OF RIVERSIDE

THE GROVE COMMUNITY CHURCH

By: _____
City Manager


By: 
Name: Tom Lance
Its: Senior Pastor

Attested to:

By: 
Name: Jon Hurst
Its: Executive Director

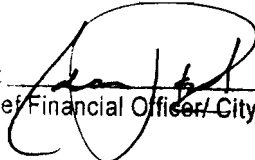
By: _____
City Clerk

Approved as to Form:

By: 
Louise Sanchez
Deputy City Attorney

18-0137

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer / City Treasurer