

HOUSING PROJECT COMMUNITY BENEFITS AGREEMENT

(Entrada)

THIS HOUSING PROJECT COMMUNITY BENEFITS AGREEMENT (“Agreement”) is made and executed on this ____ day of _____, 2020 (“Effective Date”), by and between THE HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public entity corporate and politic (the “*Authority*”), THE CITY OF RIVERSIDE, a California charter city and municipal corporation (the “*City*”), and WAKELAND ENTRADA LP, a California limited partnership (“*Entrada*”).

RECITALS

A. Entrada is the owner of certain real property located at 1747 and 1719 7th Street and 1753 and 1761 7th Street in the City of Riverside (collectively, the “*Site*”) and intends to develop and construct a mixed use development upon the Site, which shall consist of approximately eight hundred (800) square feet of community benefits space (the “*Community Benefits Component*”) and a multifamily, affordable housing development consisting of approximately sixty-five (65) Affordable Units, including one (1) unrestricted Manager’s Unit (the “*Residential Component*”), together with any improvements appurtenant thereto. The Residential Component together with the Community Benefits Component shall comprise and are hereinafter referred to as the “*Project*”.

B. On February 9, 2018, the Authority and Entrada executed a Disposition, Development, and Loan Agreement wherein Entrada acquired a portion of the Site from the Authority for One Dollar (\$1.00) and also received a loan in the principal amount of Four Million Dollars (\$4,000,000) from the Authority for property acquisition, predevelopment costs, and other construction-related Project expenses (“*Development Agreement*”).

C. Entrada is pursuing further outside funding to support, improve the quality of, and enhance the public benefits associated with the Project.

D. Entrada wishes to have the support of the City and the Authority in its pursuit of these additional funds, and the City and the Authority desire to enter into this Agreement with Entrada to establish the community priorities for the Project and to identify additional public benefits that the Project could provide for the residents of Riverside in exchange for such support.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the Authority, the City, and Entrada hereby agree as follows:

1. **TERM.** This Agreement shall become effective on the Effective Date and shall terminate ten (10) years from such date. All commitments of the Parties described herein are effective upon the Effective Date of this Agreement, unless otherwise specified. Upon termination, this Agreement may be extended by mutual written agreement of the Parties for an additional ten (10) year term.

2. LOCAL HIRING FOR PROJECT-BASED JOBS.

2.1 Purpose. The purpose of this Section is to encourage job applicants who reside in the City of Riverside and who are qualified, trained, and available for particular jobs related to the predevelopment and development of the Project (“**Project-Based Jobs**”) to apply for and receive employment in the Project. (Such applicants will hereafter be referred to as “**Local Job Applicants**”.)

2.2 Job Training Programs. Entrada and the City will collaborate with locally-involved organizations and local labor organizations, including the County of Riverside Workforce Development Center, to provide City residents training opportunities and assistance establishing job-readiness for Project-Based Jobs.

2.3 Pipeline for Local-Hiring. Entrada shall notify the County’s Workforce Development Board of businesses and nonprofit corporations providing services for the Project (“**Project Employers**”) to facilitate Local Job Applicants’ connection to and application for Project-Based Jobs.

2.4 Local Preference. Subject to applicable law and the requirements of the Project’s lenders and investors, Entrada shall implement a procedure to encourage Project Employers to provide preferences to Local Job Applicants in hiring for Project-Based Jobs.

2.5 Reporting. Entrada shall work with the Authority in cooperation with the County Workforce Development Board to monitor and report on minority hiring and local hiring during the construction of the Project.

3. JOB-TRAINING PROGRAMMING AND CAREER SERVICES.

3.1 Purpose. The purpose of this Section is to encourage development and enrichment of the local workforce, including the individuals who lease a Project unit (“**Tenants**”), with job-training opportunities, after the Project is completed.

3.2 On-Site Career Development and Job-Training. Entrada will collaborate with local Riverside organizations that are focused on career development, such as the Small Business Development Center, County of Riverside Workforce Investment Board, and the Riverside at Work Program, and allow such organizations to utilize the Community Benefits Component of the Project as a space for job training sessions, workshops, and skills clinics, various times throughout the year.

3.3 Transportation. Subject to funding availability, Entrada shall provide regular transportation for Tenants to key employment destinations within the City of Riverside.

4. LOCAL SOURCING OF MATERIALS.

4.1 Purpose. The purpose of this Section is to encourage that any goods or materials used for the construction of the Project (“**Project Materials**”) are provided by Local Suppliers.

4.2 Local Preference. Entrada shall implement a procedure for Project Employers to identify and consider sellers or distributors of Project Materials whose principal place of business is in the City of Riverside (“*Local Businesses*”) in sourcing Project Materials.

5. ENVIRONMENTALLY RESPONSIBLE CONSTRUCTION.

5.1 Purpose. The purpose of this Section is to ensure that the Project is built to environmental standards. “*GreenPoint Gold Standards*” shall mean the environmental rating standards established by Build It Green, a professional nonprofit membership organization whose mission is to promote healthy, energy- and resource-efficient buildings in California.

5.2 GreenPoint Rating. Subject to funding availability, Entrada shall implement construction practices that will ensure the Project meets GreenPoint Gold Standards for new construction projects.

6. COMMUNITY SERVICES.

6.1 Purpose. The purpose of this Section is to ensure that Tenants, after the completion of the Project and subject to the availability of funding, are provided with high quality resources through a variety of programming, in addition to the job training set forth in Section 3.

6.2 On-Site Community Services. Entrada shall utilize the Community Benefits Component of the Project as a space for community services, such as afterschool enrichment for youth, English as a Second Language (“*ESL*”) classes, life skills and career counseling for adults, and fitness and healthy cooking classes. Subject to funding availability, Entrada shall, at a minimum, provide the following programming:

- a. Ten (10) hours per week of tutoring, mentoring, and homework assistance, year-round; and
- b. Adult education classes, including computer training, financial literacy, resume building, and ESL classes, weekly.

7. **IMPLEMENTATION THROUGH RELEVANT CONTRACTS.** Where this Agreement requires Entrada to implement a procedure to impose responsibilities on entities that are not parties to this Agreement, Entrada shall include such procedures in the relevant contracts.

8. ANNUAL REPORTING.

8.1 General. Each year during the term of the Agreement, Entrada shall provide to the Authority and the City a letter detailing: (i) the yearly activities undertaken pursuant to the terms of this Agreement, and (ii) Entrada’s on-going compliance with the terms of this Agreement. (the “*Annual Letter*”).

8.2 Cost of Preparation. Entrada shall be responsible for the cost of preparing the Annual Letter.

8.3 Distribution of Annual Letter. The Annual Letter shall be available for distribution to the general public and hosted on the Project webpage for the Entrada Project. Entrada shall also present the findings of each Annual Letter during an annual presentation to the Housing Authority Board and the City Council.

9. GENERAL PROVISIONS.

9.1 Waiver. The waiver by any party of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed a waiver of any provision or term of this Agreement.

9.2 Construction. Each of the parties has had the opportunity to be advised by counsel with regard to this Agreement. Accordingly, this Agreement shall not be strictly construed against any party, any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Agreement.

9.3 Correspondence. All correspondence shall be in writing and shall be addressed to the affected parties at the addresses set forth below. A party may change its address by giving notice in compliance with this Section. The addresses of the parties are:

To Entrada:

Wakeland Housing and Development
1230 Columbia Street, #950
San Diego, CA 92101

To Authority:

Housing Authority of the City of Riverside
Attn: Jeff McLaughlin
3900 Main Street
Riverside, CA 92501

To City:

Community & Economic Development
Department
Attn: Jeff McLaughlin
3900 Main Street
Riverside, CA 92501

9.4 Severability Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

9.5 Authority of Signatories. The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of their respective parties.

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

“DEVELOPER”

WAKELAND ENTRADA LP,
a California limited partnership

By: Wakeland Entrada LLC,
a California Limited Liability Company,
its Managing General Partner

By: Wakeland Housing and Development Corporation,
a California nonprofit public benefit corporation,
its Sole Member and Manager

By: _____
Kenneth L. Sauder, President

“AUTHORITY”

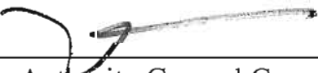
HOUSING AUTHORITY OF THE CITY OF RIVERSIDE,
a public body, corporate and politic

By: _____
Executive Director

ATTESTED TO:

By: _____
Authority Secretary

APPROVED AS TO FORM:

By:  _____
Authority General Counsel

“CITY”


THE CITY OF RIVERSIDE,
a California charter city and municipal corporation

By: _____
City Manager

ATTESTED TO:

By: _____
City Clerk

APPROVED AS TO FORM:

By:  _____
Deputy City Attorney