

As of January 4, 2021, the local legal case has concluded, and a settlement is in place. Issues remain in front of the Commonwealth Court however, regarding a petition to intervene. OPDC and Wexford Science and Technology, parties to the local litigation, have executed a Community Benefits Agreement.

As described on the project page, upon Wexford's filing their appeal, OPDC's Board of Directors calculated risk to the community of Wexford winning their appeal of the Zoning Board decision. The risk was significant; thus, we pursued a CBA and negotiated building height lower than what they originally proposed and may have been awarded through their appeal. OPDC appreciates the community feedback received in March and believe the agreed-upon CBA offers substantial benefits to the Oakland community.

OPDC will engage the community in an extensive public process regarding the deployment of and expected outcomes for the \$400,000 neighborhood grant (see bullet #3 below). Wexford will pay the neighborhood grant upon construction completion, so we have ample time for community discussion.

Here are the CBA terms:

- 1. Wexford's Modification of the Zoning Requests.** Wexford will modify the project designs to decrease the height of the Project from 188.6 feet to 153 feet, and will eliminate the FAR Request and the Residential Waiver.
- 2. Wexford's Support for affordable housing in Oakland**
  - Wexford has contributed \$100,000 to support OPDC's Neighborhood Assistance Program (NAP) for 2020. This program provides home repair funding for senior homeowners through the Oakland Community Land Trust.
  - Wexford will contribute \$0.20/RSF annually to the Oakland Community Land Trust for a period of 20 years (the "Land Trust Payment Term"). The first payment to the Community Land Trust will occur on the earlier of (i) the Project achieving 90% occupancy or (ii) 18 months after construction completion (the "First Payment Date"). The remaining payments will be paid on or before the anniversary of the First Payment Date of each subsequent year during the Land Trust Payment Term (the "Remaining Payment Dates"). Wexford and OPDC shall execute and deliver a Payment Certificate to confirm their understanding regarding the dates of the First Payment Date and the Remaining Payment Dates.
- 3. Wexford's Support for Oakland neighborhood initiatives**

- Wexford will contribute a flat grant of \$400,000 to OPDC to be paid upon construction completion (the “Neighborhood Grant Payment Date”). Wexford and OPDC shall execute and deliver a Payment Certificate to confirm their understanding regarding the dates of the Neighborhood Grant Payment Date.
  - OPDC will use the grant, with input from the community, for the following initiatives:
    - youth programming at School to Career and in South and West Oakland
    - neighborhood amenities and public space improvements
    - economic and mobility services for Oakland residents such as employment counseling, local hiring, small business development programming, access to/subsidy for affordable homeownership through Oakland CLT, and financial coaching.
    - OPDC will transparently manage the grant and will annually report to Wexford and the community on the outcomes achieved by deploying the funds. The annual reporting will cease 12 months after expenditure of funds is completed.
4. **Creation of an attractive public realm.** Wexford will provide a setback along Forbes Avenue to enhance the pedestrian experience, market a portion of the ground floor space for a full-service restaurant and will also provide open space between the neighboring hotel and the Project.
5. **Use of District Hall meeting space.** Wexford will provide complimentary meeting space for recognized Oakland neighborhood groups and organizations to be arranged on a first-come, first-served basis, no more than 4 times per month. The proposed District Hall space will also be open to the public for informal gathering outside of planned events.
6. **Transportation demand management (“TDM”) strategy**
- Wexford will provide appropriate TDM strategies to encourage the use of public transportation, bicycling, ride sharing, car and van pooling and walking, and to employ evaluative tools geared toward limiting the demand for parking for the Project. Wexford’s TDM strategies shall include:
    - Provision of an on-site TDM coordinator who will be the TDM resource person for tenants
    - Establishment of an annual reporting process to measure TDM performance and recommend improvements;

- Solicitation OTMA’s assistance to develop and employ best approaches to providing TDM advisory services to building occupants;
      - Exploration of commuter resources such as Guaranteed Ride Home programs.
    - In addition to the above TDM strategies, Wexford will:
      - Install bike racks and associated amenities, including shower/changing facilities, to support bicycling to the Project;
      - Advocate for the location of Healthy Ride bike stations near the Project; and
      - Explore valet parking in the garage to increase capacity if necessary.
    - Wexford will contribute \$2,500 annually be used towards residential permit parking enforcement.
7. **Collaboration on employment opportunities.** Wexford will work with OPDC to establish a hiring partnership in collaboration with local workforce development organizations such as Partner4Work to maximize access to job opportunities for local residents, encourage placement of qualified applicants in permanent full-time jobs with benefits in the ongoing operations of the building, and in the introduction of qualified candidates to companies in the Project.
8. **MBE and WBE design and construction hiring strategy.** Wexford will use an MBE and WBE design and construction hiring strategy in collaboration with Wexford’s subcontractors and consultants. Wexford’s Construction Manager will track and verify participation and provide reporting on results.
9. **Regular meetings.** Wexford will meet with OPDC regularly throughout the design and construction process in order to provide updates on the Project.