

Memorandum



Date: December 16, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 14(A)(6)

From: George M. Burgess, County Manager
Lindsey Reames, HUD Oversight Administrator

Subject: Recommendation for Approval to Award Contract No. RFQ8345: Scott-Carver Revitalization Project and to Waive the Requirements of Sections 2-8.3 and 2-8.4 of the Miami-Dade County Code Pertaining to the Competitive Bidding Process and the Bid Protest Process

This item was amended at the December 10, 2008 meeting of the Economic Development and Human Services meeting as detailed in the attachment to this cover memorandum.

RECOMMENDATION

It is recommended that the Board of County Commissioners waive the requirements of Sections 2-8.3 and 2-8.4 of the Miami-Dade County Code, pertaining to the competitive bidding and bid protest process, by a two-thirds vote of the Board members present, and approve the award of a master development agreement for the Scott-Carver Revitalization Project as follows:

CONTRACT NO: RFQ8345

CONTRACT TITLE: Scott-Carver Revitalization Project

DESCRIPTION: To obtain a master developer for Phase II of the Revitalization Plan for the Scott-Carver Site. The developer will conduct concept planning to refine the approach to the redevelopment of the entire Scott-Carver Site. The developer will facilitate and foster the continued collaboration of the community throughout the term of the contract, with significant participation by representatives of former residents of the Scott-Carver Site, as well as key community stakeholders. The County's HUD approved Revitalization Plan for the site, as currently in effect, provides for the development of 354 units on the Scott-Carver Site for Phase II, including not less than 160 replacement public housing units. The Developer proposed the development of 354 rental units, including 177 replacement public housing units, subject to HUD approving revisions to the Revitalization Plan. The County has the option to continue with the developer for Phases III and IV of the Revitalization Plan.

TERM: From the contract effective date through the date of completion of all activities under the Revitalization Phase II, or termination of the period to add Phase III and Phase IV (in which case the contract will be extended to cover such phases).

APPROVAL TO ADVERTISE: March 21, 2008

CONTRACT AMOUNT: The total development cost of Phase II is estimated at \$74 million (exclusive of public infrastructure costs). Approximately \$40,000,000 is County/federal funding.

USING/MANAGING AGENCY: Miami-Dade Housing Agency

FUNDING SOURCE: \$18,000,000 of HOPE VI federal grant funds
\$8,360,000 estimated Replacement Housing Factor (RHF) federal funds
\$13,741,000 General Obligation Bond (GOB) County funds

METHOD OF AWARD: Awarded to the highest ranked responsive, responsible proposer based on the evaluation criteria established in the solicitation. A full and open competitive Request for Qualifications process was issued.

VENDORS RECOMMENDED FOR AWARD: McCormack Baron Salazar, Inc. (Non-local)
1415 Olive Street, Suite 310
St. Louis, MO 63103
Principal: Kevin McCormack

VENDORS NOT RECOMMENDED FOR AWARD: Norstar Development USA, L.P. (Non-local)
200 South Division Street
Buffalo, NY 14204

Carlisle Development Group, LLC (Local)
2950 SW 27th Avenue, Suite 200
Miami, FL 33133

Pelican Cove Associates, Ltd. (Local)
2121 Ponce de Leon Blvd, PH
Coral Gables, FL 33134

Tubosun Giwa & Partners, Inc. (Local)
13850 NW 26th Avenue, Suite 208
Miami, FL 33054

CONTRACT MEASURES: The Review Committee of December 19, 2007, recommended that there be no measures for this contract due to funding source restrictions.

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

- USER ACCESS PROGRAM:** The 2% User Access Program provision is not included due to funding source restrictions.
- LOCAL PREFERENCE:** Not applicable due to funding source restrictions.
- PERFORMANCE DATA:** There are no known performance issues.
- COMPLIANCE DATA:** There are no known compliance issues.
- PROJECT MANAGERS:** Lindsey Reames, Oversight Administrator, United States Department of Housing and Urban Development (HUD)

Jose Cintron, Transition Liaison, Miami-Dade Housing Agency

Jose Rodriguez, Planning Section Chief, Miami-Dade Housing Agency
- ESTIMATED CONTRACT COMMENCEMENT DATE:** Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor, and following approval by HUD.
- DELEGATED AUTHORITY:** If this item is approved, the County Mayor, or designee, will have the authority, at County Mayor's or County Mayor designee's discretion, to execute all necessary agreements, authorize amendments to the annual contribution contract with HUD, and exercise subsequent extensions in accordance with the terms and conditions of the contract.

BACKGROUND

The County is the owner of real property comprising approximately 58 acres in the Liberty City neighborhood. The Scott Homes and Carver Homes public housing developments were previously located on the site. There were 850 public housing units on the site, all of which have been demolished (except for a four-unit Scott Homes building).

In October 2000, HUD awarded to the County a \$35,000,000 HOPE VI revitalization grant. The County's HUD approved Revitalization Plan proposed the development of 57 on-site affordable homeownership units (Phase I) and 354 additional on-site units (Phase II). Development of Phase 1 has been completed.

In October 2007, the County and HUD entered into a Settlement Agreement where HUD took temporary possession of the Miami-Dade Housing Agency. At the request of the former HUD Oversight Administrator, the County issued a Request for Qualifications (RFQ) under the federal procurement regulations for a Master Developer for the HOPE VI Redevelopment Project on the Scott-Carver Sites. The Request for Qualifications (RFQ) was issued with the expectation that the project would be funded

solely with federal funds, and that the award of the resultant contract would be made by the HUD Oversight Administrator, acting on behalf of the County.

The Settlement Agreement with HUD was amended in August 2008. This amendment provided for the award of this contract by the County, instead of the Oversight Administrator, with a request for approval by the Board via a waiver of the competitive process. Due to the federal funding source and the award authority communicated to the County by the former Oversight Administrator, the competitive process was originally structured to follow only federal guidelines, foregoing County policies and procedures utilized in the competitive bidding process. During the solicitation process, the funding sources and the award authority were changed to include the County, necessitating a waiver of Miami-Dade County's competitive bidding processes.

Five proposals were received. An evaluation committee appointed by the County Manager and the HUD Oversight Administrator ranked McCormack Baron Salazar, Inc. (MBS) the highest ranked proposer. A major factor in the selection of this Developer was its depth of experience combined with its track record in engaging communities in collaborative planning processes and implementing comprehensive human capital programs that connect people with services and jobs. Upon the County Manager's and the HUD Oversight Administrator's approval, the County negotiated a master development agreement with MBS. The highlights of that master development agreement include:

- The Developer is to build housing on what is currently known as Phase II of the Scott/Carver Revitalization. Phase II consists of 354 units to be constructed on the Scott-Carver Site (Sectors III IIIA, IV and Carver—see attached map), including not less than 160 replacement public housing units. The Developer currently proposes to build 177 public housing units.
- The County and the Developer have identified the following sources available to the County to partially fund the redevelopment: up to \$18 million of HOPE VI Grant fund; \$8.3 million of Replacement Housing Factor Funds, and \$13.7 million of County Special General Obligation Bonds proceeds. The Developer is responsible for obtaining other public and private funds to complete Phase II except for the design and installation of public infrastructure which will be addressed in the Concept Plan. The County will be responsible for identifying and obtaining a funding source for the public infrastructure.
- The Master Development Agreement (MDA) provides the County with an option to continue with the Developer in future phases. Structured as an exclusivity period, the County can exercise this option until the later of (i) thirty months from the date of the closing on the final sub-phase of Revitalization Phase II; or (ii) December 31, 2014, unless extended by the County.
- The Developer's first task will be initiating an inclusive community process to refine the plan for the development of Phase II and later phases. Called the "Concept Plan" in the MDA, the Developer is to:
 - Craft a development phasing and financing plan that takes into account (a) market conditions, (b) community input, and (c) application deadlines of public and private financing sources for Phase II, III and IV;
 - Create a redevelopment plan that employs best efforts to achieve a LEED Silver rating in accordance with the U.S. Green Building Council rating system for Homes and Neighborhood Development;

- Develop alternatives for the future uses of Sector II, both with and without remediation; and
- Design a human capital plan that leverages public and private resources and attracts private funds. The Developer is required to establish a plan to employ small businesses, minority-owned businesses, women-owned businesses, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of Scott/Carver Homes in the redevelopment effort.

The Concept Plan is scheduled to be completed by April 2, 2009.

- Construction of Phase II (354 rental units) is scheduled to be complete in the winter of 2012.
- While the Developer is working on the Concept Plan, the County will reimburse it for certain approved budgeted third-party costs and development overhead for work related to the Concept Plan. The work product created during this time will be owned by the County. In addition, the MDA provides that before the first closing, the County will provide the Developer with pre-development financing for the Developer's overhead and third party costs. The loan for the third party costs will be non-recourse to the Developer, since the County will own the work product in the event of a default. The loan for overhead would be full recourse to the Developer and will be required to be repaid to the County if there is not a closing. After the first sub-phase has closed, the County's pre-development financing will be reduced to 75% of third party costs and no overhead loan.
- Because the redevelopment depends on many contingencies outside the control of either party, the MDA includes provisions for either the Developer or the County to withdraw from the Agreement if certain assumptions fail to materialize. Before either party can withdraw, however, they are to seek a mutually acceptable solution to handle the changed circumstance. If the parties are unable to agree, either can withdraw. In some instances, the County would be required to pay the Developer its costs to the date of withdrawal and in other cases, the County would simply forgive some of the loans it provided to the Developer. The MDA also contains a termination provision that allows the County to terminate the MDA if the Developer defaults.
- MDHA has obtained DERM environmental clearance of all property for Sectors III, IIIA, IV and Carver (Phases 2 and 3). On Sector II, (on which no construction will occur until Phase IV) the supplemental site assessment has been completed and the assessment has identified contaminants at levels that require remediation. DERM has engaged the Department of Health and along with MDHA all three agencies are analyzing current health risks, if any, to identify interim engineering controls, and the options for remediation.
- The existing right of return policy executed in 2005 after consultation with the former Scott Carver residents will be reviewed and revised as appropriate, with resident input. Any revisions to the existing policy are subject to MDHA approval.


Assistant County Manager

Attachment to Cover Memorandum

Amendments from the December 10, 2008 EDHS Meeting:

1. Clarified in the Resolution title that the authorization to amend the Annual Contribution Contract is subject to approval by US HUD;
2. Adds language in the body of the Resolution to make it consistent with the Resolution title in that the Mayor or the Mayor's designee are further authorized to take all necessary action to all necessary action to accomplish and to execute all necessary agreements, including but not limited to any additional agreements, contracts, and loan agreements as described within and contemplated by the Master Developer Agreement. The Board also authorizes the Mayor or the Mayor's designee to amend, subject to the approval of the United States Department of Housing and Urban Development the Annual Contribution Contract.



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro DATE: December 16, 2008
and Members, Board of County Commissioners

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(6)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor Agenda Item No.14(A)(6)
Veto _____ 12-16-08
Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING COUNTY MANAGER'S RECOMMENDATION FOR AWARD OF A CONTRACT FOR THE SCOTT-CARVER REVITALIZATION PROJECT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MASTER DEVELOPMENT AGREEMENT WITH MCCORMACK BARON SALAZAR, INC. FOR AND ON BEHALF OF MIAMI-DADE COUNTY IN SUBSTANTIALLY THE FORM ATTACHED HERETO AND APPROVED BY THE COUNTY ATTORNEY'S OFFICE, TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH SAME AND TO EXECUTE ALL NECESSARY AGREEMENTS; AUTHORIZING AMENDMENT TO ANNUAL CONTRIBUTION CONTRACT, SUBJECT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S APPROVAL; AND WAIVING THE REQUIREMENTS OF SECTIONS 2-8.3 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE PERTAINING TO COMPETITIVE BIDDING AND THE BID PROTEST PROCEDURES, BY A TWO-THIRD VOTE OF THE BOARD MEMBERS PRESENT. CONTRACT NO. RFQ8345

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS it has been established that specified services could not be purchased under normal bid procedures,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to waive formal bid procedures and to authorize the County Mayor or County Mayor's designee to award such contracts, with authority to exercise renewal provisions established thereunder, pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code by a two-third (2/3) vote of the Board members present. The Board further authorizes the Mayor or his Mayor's designee to take all necessary action to accomplish and to execute all necessary agreements, including but not limited to any additional agreements, contracts, and loan agreements as described within and contemplated in the

Master Development Agreement. The Board also authorizes the Mayor or the Mayor's designee to amend, subject to the approval of the United States Department of Housing and Urban Development the Annual Contribution Contract.

Furthermore, the Board waives the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, pertaining to the competitive bidding process and bid protests, by a two-third (2/3) vote of the Board members present.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

MASTER DEVELOPMENT AGREEMENT No. RFQ8345

for

SCOTT-CARVER REVITALIZATION PHASE II

MIAMI-DADE COUNTY, FLORIDA

Between

MIAMI-DADE COUNTY

and

McCORMACK BARON SALAZAR, INC.

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Exhibit E	HOPE VI Budget as of 10/08
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MASTER DEVELOPMENT AGREEMENT

THIS MASTER DEVELOPMENT AGREEMENT FOR REVITALIZATION PHASE II ("Agreement") is entered into as of the day first written below, between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and McCORMACK BARON SALAZAR, INC., a Missouri corporation (the "Developer").

RECITALS

A. The County is the owner of real property comprising approximately 58 acres in the Liberty City neighborhood of the unincorporated area of the County on which were located two public housing developments known as Scott Homes and Carver Homes (collectively, "Scott-Carver"). Scott-Carver contained 850 public housing units, all of which have been demolished as hereinafter described (except for a four-unit Scott Homes building described in Section 2.7.3 hereof). As used in this Agreement, the term "Scott-Carver Site" refers to the entire sites of the former Scott Homes and Carver Homes developments. A map of the Scott-Carver Site, as well as descriptions of portions thereof, is attached to this Agreement as Exhibit A.

B. On October 17, 2000, the United States Department of Housing and Urban Development ("HUD") awarded to the County, through the Miami-Dade Housing Agency ("MHDA"), a department of the County which administers the County's federally subsidized housing programs, including but not limited to the public housing program, a \$35,000,000 FY 1999 revitalization grant, pursuant to Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1999 (the "HOPE VI Grant"). HUD and the County executed an FY 1999 Revitalization Grant effective October 17, 2000 (the "HOPE VI Grant Agreement"). The original Revitalization Plan approved by HUD under the HOPE VI Grant Agreement proposed the on-site development of 80 replacement public housing units, 135 lease-purchase units, and 156 affordable homeownership units. In 2004, the County submitted and HUD approved a revised Revitalization Plan which proposed the development of 57 on-site affordable homeownership units (Phase I) and 354 additional on-site units, including 160 replacement public housing rental units, 194 affordable homeownership units, and eight rehabilitated homeownership units (Phase II). As hereinafter described (see Section 2.6.1 below), development of 57 on-site homeownership units on a portion of the Scott Homes Site known as Sector I has been completed.

C. On October 18, 2007, the County and HUD entered into a Settlement Agreement and HUD took temporary possession of the projects and programs of MDHA. The Settlement Agreement was amended on August 25, 2008 (the Settlement Agreement and amendment being referred to herein collectively as the "Settlement Agreement"). Pursuant to Resolution No. R-1144-07, the HUD Oversight Administrator is authorized to negotiate this Agreement, subject to the final approval of the Miami-Dade Board of County Commissioners.

D. On March 27, 2008, the County, through its Department of Procurement Management for MDHA, issued a Request for Qualifications ("RFQ No. 8345" or the "County RFQ") for a Master Developer for the HOPE VI Redevelopment Project as the Scott/Carver Sites. In April 2008, McCormack Baron Salazar, Inc. ("MBS") submitted its response, as

Proposer, to the County RFQ, as Lead Developer, naming Reliance Housing Foundation, a Florida nonprofit corporation ("Reliance") as Co-Developer. On August 21, 2008, the County gave notice of the HUD Oversight Administrator's election to enter into contract negotiations toward a Master Development Agreement pursuant to Section 1.15 of the RFQ. Pursuant to a Memorandum of Understanding between Reliance and the Developer, the Developer will be the "lead developer" and Reliance will be a co-developer, defined as a Subcontractor for purposes of this Agreement.

E. Negotiation meetings were held on September 15, October 2, October 15, and October 23, 2008 and the County and the Developer desire to enter into this Agreement, subject to approval by the County Board of Commissioners.

NOW, THEREFORE, in consideration of the following provisions and the mutual covenants and agreements set forth herein, which both parties hereto agree to be good and valuable consideration, the County and Developer agree as follows:

ARTICLE I. ENGAGEMENT; BASIC BUSINESS RELATIONSHIP

1.1 Designation as Master Developer for Revitalization Phase II and "Partner."

The County hereby designates the Developer as the Master Developer for Revitalization Phase II as such term is defined in Section 2.6.2 herein. The parties agree that the term "Partner," as defined and described in 24 CFR § 941.604, substantially conveys the spirit of the relationship between the County and the Developer. However, the legal meaning and consequences normally associated with a partnership relationship under state and federal law are not intended. The parties acknowledge that the Revitalization Phase II requires substantial contributions of services and of resources by both parties, as well as close coordination and consensus on many elements at all stages. Further, the financial compensation of the Developer is significantly dependent upon successful implementation of the program. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed or construed to create a relationship of partners, co-venturers, or principal and agent between the County and the Developer. The Developer shall have no power or authority to create any obligation on the part of County, as obligor, guarantor, or surety, with respect to any obligation to third parties incurred by the Developer.

1.2 Designation of Exclusive Development Rights. In addition, the County agrees to provide an Exclusivity Period to the Developer for Revitalization Phases III and IV, as such terms are defined in Sections 2.6.3 and 2.6.4 respectively, during which time the County shall exclusively negotiate with the Developer for the right to develop Revitalization Phases III and IV, as such phases may be refined through the County-approved Concept Plan (as such term is defined at Section 2.3). For purposes of this Agreement, the "Exclusivity Period" expires on the later of (i) thirty months from the date of the closing on the final sub-phase of Revitalization Phase II; or (ii) December 31, 2014 unless extended by the County in its sole discretion, or terminated as set forth below. The County agrees that, during the Exclusivity Period, the County shall negotiate exclusively with Developer and not with any other entity with respect to the development of Revitalization Phases III and IV. Notwithstanding the foregoing, if an Event of Default occurs with Revitalization Phase II pursuant to this Agreement or pursuant to Closing Documents for any sub-phase relating to Revitalization Phase II, the County reserves the right to terminate the Exclusivity Period with respect to all or part of Revitalization Phases III and IV.

During the Exclusivity Period, Developer and the County shall in good faith negotiate a Master Development Agreement Amendment (subject to the County's right to elect not to pursue such phases, as set forth below and approval of the Miami-Dade Board of County Commissioners) that contains such further terms and conditions as are negotiated by the County and Developer regarding the development of Revitalization Phases III and IV. In the event that a Master Development Agreement Amendment is negotiated with respect to Phases III and IV, then the Exclusivity Period shall be of no further effect and the rights of the Developer shall be as contained in such Master Development Agreement Amendment. However, the granting to the Developer of such exclusive rights during the Exclusivity Period shall not be interpreted to require the County to develop either or both of Revitalization Phases III and IV. Rather, the County may elect to proceed with either or both Revitalization Phases III and IV at its sole discretion, but agrees herein that should the County decide to proceed with such phases, that it shall negotiate solely with the Developer during the Exclusivity Period.

1.3 Term of Agreement and Designation. Subject to earlier termination pursuant to Article XIV hereof, the term of this Agreement and of Developer's designation and status hereunder shall continue until the later of: (i) the completion of all activities under the Revitalization Phase II; and (ii) termination of the Exclusivity Period. This Agreement, however, shall not apply to sub-phases of Revitalization Phase II that have reached a Closing, except with respect to matters that expressly survive such termination by their terms.

1.4 Definitions, Recitals and Exhibits. The parties agree that the forgoing recitals are true and correct and are incorporated by reference herein as the agreements of the parties. All exhibits to this Agreement are incorporated herein as agreements of the parties. Exhibit B contains definitions for capitalization terms herein. Certain other capitalized terms are defined where they first appear.

ARTICLE II. CONCEPT PLANNING ACTIVITIES

2.1 Concept Planning; Pre-Development Planning and Financing Activities. The parties agree that a period of concept planning is required to refine the approach to the redevelopment of the entire Scott-Carver Site and that it would be valuable to provide for a period for the County and Developer to involve the community in the planning for the entire redevelopment and not just Revitalization Phase II. Toward that end, the County hereby engages the Developer to conduct certain concept planning activities for the redevelopment of the entire Scott-Carver Site as further described at Section 2.3 herein, as well as to conduct pre-development activities for Revitalization Phase II. The product of the concept planning process will be the Concept Plan as further described below, as well as a revised Revitalization Plan. At the same time, the Developer shall initiate pre-development finance activities with respect to Revitalization Phase IIA ("Phase IIA Pre-Development Planning & Financing Activities") so that applications for low income housing tax credits and bond financing are filed by the dates indicated on the Master Schedule at Exhibit G.

2.2 Community Involvement. The Developer shall facilitate and foster the continued collaboration of the community throughout the term of this Agreement. A final Concept Plan will be developed with significant participation by representatives of former residents of the Scott-Carver Site, as well as key neighboring stakeholders (such representatives, being referred to herein as the "Community Team"), including a design charette conducted by Developer and Developer's principal concept planning consultant, Torti Gallas and Partners, Inc. With notice to and in cooperation with the County, the Developer shall meet with the Community Team monthly to discuss the status of the Concept Plan (and the implementation of the Concept plan there after) and to seek input on the following: the design and amenities of the rental units; the Human Capital Plan (as defined in Section 2.4) and the services to be offered thereunder; public safety, security and lighting issues; and the design and use of the Community Facility. With notice to and in cooperation with the County, Developer will hold at least at least three (3) meetings with the Community Team prior to the completion of the final schematic designs for the Revitalization Phase II.

Urban Strategies, Inc., a 501(c) (3) organization with a longstanding relationship with the Developer, will meet with the Community Team to identify their vision for the planning process and their overall goals for the revitalization effort. US will also assess and develop capacity for building resident leadership for the long-term, and identify outreach strategies for reaching a larger constituency of residents. US shall also work with the Community Team to develop an outreach strategy for providing information to residents about the project on a regular basis. This outreach strategy may include workshops to educate families on local resources, re-occupancy and programming.

US will recommend the development of a consulting body, such as an Advisory Task Force to consist of resident leaders, critical community stakeholders and public and private sector representatives to consult on the development and implementation of the Concept Plan and the Community and Supportive Services (CSS) Program.

2.3 Concept Planning and Concept Plan. The Developer will initiate, coordinate, and complete the development of a comprehensive Concept Plan for redevelopment of the Scott-Carver Sites, including selection and contracting with appropriate third-party consultants and scheduling and conduct of community meetings and outreach activities. The Developer shall be responsible for all aspects and requirements (including initiating and managing) relating to Administrative Site Plan Review (ASPR), T-Plat and Final Plat approval processes, including but not limited to scheduling and participating in all meetings with authorities having jurisdiction, paying all fees, providing all coordination required, and all drawing and documents required for completion of these processes.

The physical redevelopment aspects of the Concept Plan shall be consistent with the phasing, design concepts and unit mix proposed in the Developer Response to RFQ and described herein in Section 2.6. However, the phasing, design concepts and unit mix may be modified based on, among other things, (a) further evaluation of market conditions, (b) consideration of community input, and (c) reasonably expected application deadlines of public and private financing sources. The Developer will endeavor to craft the Concept Plan to effectively optimize the use of the available land to create a unit mix that provides the highest number of affordable units consistent with financing and operational feasibility and the

residential nature of the surrounding community. The maximum number of residential units to be proposed for the Scott-Carver Sites (excluding 57 homeownership units in Revitalization Phase I) will be 792 units.

In the development of the Concept Plan, the Developer shall seek to create a plan that is highly energy-efficient and innovative in its use of “green” and “sustainable” (“Green Building Concepts”) building materials, components, and construction methods. Developer will work with the Miami Worker’s Center, Emerging Green Builders, and other interested groups and individuals in the planning process. For purposes of this agreement, Green Building Concepts is the practice of creating healthier and more resource-efficient models of construction, renovation, operation, maintenance, and demolition. The Developer is committed that the Scott-Carver project will follow the Green Building Concepts. These items include careful insulation and air-sealing treatments of the home envelope, reflective roofing, weather-tight high-performance windows and doors, and compact fluorescent lighting. All new construction will comply with the 2003 International Energy Code or successor codes and the HUD-adopted Model Energy Code issued by the Council of American Building Officials. The proposed plan calls for the use of Energy Star labeled products throughout – HVAC equipment, ceiling fans, washers, dishwashers, refrigerators, and water heaters (if available). In addition to using 100% Energy-Star labeled appliances and fixtures and implementing energy-saving maintenance procedures, the Developer will strive to meet the Enterprise Green Community status developed by Enterprise Communities with United States Green Building Council and other “green” organizations and are the same criteria that are included in the 2008 HOPE VI Act. Furthermore, the Developer will use best efforts to achieve a LEED Silver rating in accordance with the U.S. Green Building Council rating system for Homes and Neighborhood Development.

The Concept Plan shall be submitted to the County for initial review no later than the date indicated on the Master Schedule at Exhibit G and will include, at a minimum:

- (i) site plans for all portions of the Scott-Carver Site (excluding the portion of Scott Homes Sector I on which Revitalization Phase I has been completed), including location of roads and alleys and proposed infrastructure and neighborhood amenities,
- (ii) topographical and boundary surveys,
- (iii) architectural concepts and guidelines specifying building construction in terms of techniques, configurations, and materials, including preliminary elevations and specifying the number, size and bedroom and bathroom count of residential units,
- (iv) preliminary utility plans and street plans,
- (v) a phasing plan for order of development of all on-site residential and non-residential uses, taking into account infrastructure construction or modifications and proposed financing plan,
- (vi) proposed unit mix within phases, including proposed public housing replacement units, low-income housing tax credit units, other potential low-income units including project-based Section 8 voucher units, and market-rate rental units,

(vii) alternatives for the future development of Sector II, as identified on the Site Plan, both with and without remediation, and

(viii) proposed financing plan.

The Concept Plan will also address the approach to Community and Supportive Services both during and after the redevelopment process as further described at Section 2.6 below.

The Concept Plan shall be completed no later than the date indicated on the Concept Plan, Predevelopment and Overhead Milestone and Payout Schedule at Exhibit D.

2.4 Community and Supportive Services Planning. Developer designates Urban Strategies, Inc. (“US”), a 501(c)3 organization that specializes in human capital development planning and implementation, to lead the CSS functions in the Scott Carver Homes project. US business focus is on improving the social and economic status of low income families as part of the community building process. US will be the facilitator of a focused, collaborative Scott Carver resource development strategy. With the support of the County, the Developer and US will identify resources that can be used to fund the human capital development plan. US’ role and responsibilities will include leading a fundraising effort to support CSS programs. The fundraising approach includes: the solicitation of local and national philanthropic contributions; the leveraging of public and private resources; and the development of innovative public-private partnerships to maximize the resources available to serve the Scott Carver families.

As part of the Concept Plan described at Section 2.3 above, US, working with the County, public housing residents and community stakeholders, will develop a comprehensive human capital plan (“Human Capital Plan”) built upon the early CSS work by the County. The initial draft of the Human Capital Plan will be submitted for County review and comment approximately 45 days after execution of this Agreement and the final document shall be complete 90 days from execution of this Agreement. The Human Capital Plan will at a minimum include the following:

1. Assessment of resident needs and the status of case management services;
2. Assessment of the success of existing CSS Work Plan against required HUD metrics;
3. Recommendations for changes in service strategies if necessary;
4. Creation of Human Capital Plan goals and milestones in light of the assessments outlined in 1 and 2 above;
5. Recommendations for updating data in the current CSS tracking system, including recommendations to improve the effectiveness of tracking and reporting;

6. Development of strategic Human Capital partnerships and programs based on “Modules of Success” (copyright Urban Strategies, Inc.);
7. Evaluate the status of leveraged resources, Memoranda of Understandings, existing contracts and partnerships, and make recommendations designed to close any resource gaps;
8. Develop a resource development strategy, including measurable funding goals;
9. Provide technical assistance to the Director of Resident Services and the HOPE VI CSS coordinator;
10. Assist in the preparation of quarterly and annual reports;
11. Assess the status of the any existing community consultative bodies and make recommendations for strengthening effectiveness;
12. Evaluate current Return Policy and make recommendations for strengthening based on stakeholder input and consensus; and
13. Assess current evaluation vehicle and make recommendations for strengthening the effectiveness of the evaluative tools and processes.

2.5 Section 3 Requirements. Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the Developer is required to make best efforts to ensure that Section 3, small businesses, minority-owned businesses, women-owned businesses, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of Scott/Carver Homes are used when possible. Such efforts shall include, but shall not be limited to:

- (i) Business outreach strategies and award of subcontracts to Section 3 businesses;
- (ii) Including such firms, when qualified, on solicitation mailing lists;
- (iii) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- (iv) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- (v) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- (vi) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vii) Providing opportunities for training and employment for lower income residents of in and around the HOPE VI project area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 CFR 135.

The Developer shall provide a statement of its subcontracting policies and procedures within twenty-one (21) days of the effective date of this Agreement.

The term “business concern located in the area of the project” or “Section 3 business concern”, means an individual or firm located within the Miami-Dade jurisdiction and listed as a certified business on the MDHA S3 business listing (see Appendix B-5 for S3 business definitions). For purposes of this proposal, certified Section 3 business concerns located in the HOPE VI project area must receive priority consideration over other certified Section 3 business concerns located within Miami-Dade County.

The term “labor surplus area business” is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.

The term “minority-owned business” is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.

The term “small business” is defined as a business which is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the County determines that their use is inappropriate.

The term “subcontractor” means a business independent of a Developer that may agree with the Developer to perform a portion of a contract.

The term “subcontract” means an agreement between a Developer and a subcontractor to perform a portion of a contract between the Developer and the County.

The term “women's business enterprise” means a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.

Further, US will assess the County existing Section 3 Plan for Scott Carver and the CSS activities that have been implemented to meet Section 3 goals.

US will assess past reports and activities related to Section 3 to identify opportunities for supporting workforce development and economic development. US will make a set of recommendations based on the assessment. Any recommendation will include responsibilities for the County, the developer and CSS team. In addition to assessing current Section 3 programming, US will make recommendations around outreach and assessment of potential Section 3 candidates. US will develop a job training program that integrates workforce readiness and Pre-Apprentice Construction Training in coordination with the development team's construction timeline and will evaluate the feasibility of establishing a "community-first" hiring hall. Any program US develops will be comprehensive and include drug screening, life skills, resources for transportation and meals, resources to eliminate work barriers such as child care. US will partner with any local resources currently providing quality workforce development training, including the County, which has the capacity to serve the Scott Carver Project. US will develop a job training program that integrates Community and Supportive Services to ensure maximum success for Section 3 eligible candidates and sub-contractors. US will also make a recommendation on Section 3 coordination to meet reporting requirements and to support minority/sub-contractors to ensure that the project not only meets, but exceeds minimum requirements. US will develop a resource strategy to support a job training program that provides the greatest opportunity to Scott Carver and surrounding community residents and other Section 3 candidates.

2.6 Residential Components of Revitalization Project. Subject to evolution of the Concept Plan and Revitalization Plan as provided herein, the County and the Developer at the date of this Agreement contemplate the following residential Components of the Revitalization Project:

2.6.1 Revitalization Phase I. Pursuant to the Revitalization Plan as currently in effect, 57 homeownership units have been constructed on scattered parcels in Scott Homes Sector I by Habitat for Humanities. The Developer will have no obligations or responsibility with respect to Phase I.

2.6.2 Revitalization Phase II. The Revitalization Plan as currently in effect provides for the development of 354 units (in addition to the Revitalization Phase I units) on the Scott-Carver Site, including not less than 160 replacement public housing units. In the Developer Response to RFQ, the Developer proposed the development of 354 rental units in two or more sub-phases, including 177 replacement public housing units, on a site aggregating approximately 31.8 acres comprised of the Carver Homes Site and portions of Scott Homes Sector III, Sector IIIA, and Sector IV. The Developer Response to RFQ estimated a total development cost of Revitalization Phase II of \$74 million (exclusive of Public Infrastructure costs). The County and the Developer contemplate that capital funds that will be available for development of Revitalization Phase II will include up to approximately \$18 million of HOPE VI Grant funds, approximately \$5.5 million of Replacement Housing Factor Funds, and up to approximately \$13.7 million of County Special Obligation Bonds proceeds. The Developer acknowledges that some portion of the HOPE VI Grant funds remaining available under the HOPE VI Grant may at the County's sole discretion remain available for post-Phase II development. The Developer anticipates applying to (i) MDHFA for 2008 or 2009 tax-exempt financing, and (ii) FHFC in its 2009 Universal Application Cycle for an allocation of 2009 low-income housing tax credits, or 2009 tax-exempt financing volume cap, or both, for one or more sub-phases of Phase II.

Assuming award of one or more of such allocations, the County and the Developer anticipate that Closing with respect to one or more sub-phases of Revitalization Phase II will occur during calendar 2010.

2.6.3 Revitalization Phase III. In the Developer Response to RFQ, the Developer proposed a Revitalization Phase III development of 23 townhouse and garden rental units, a 130-unit elderly rental building, and a 120-unit mixed-use, "live-work" building with a permanent leasing office, fitness center and community space, on the remaining portions of Scott Homes Sectors IIIA and IV. The design of the proposed Revitalization Phase III, as well as proposed unit mix and financing alternatives, will be further addressed in the Concept Plan. At the County's option, and subject to those terms set forth in Article I herein, the County and the Developer will enter into contract negotiations for appropriate amendments or supplements to this Agreement encompassing development of Revitalization Phase III upon presentation by Developer to the County of a feasible development and financing plan for Revitalization Phase III, and County acceptance thereof. The County's option to expand the Developer's duties to include Revitalization Phase III is as set forth in Article I herein.

2.6.4 Revitalization Phase IV. In the Developer Response to RFQ, the Developer proposed a Revitalization Phase IV development of 165 townhouse and garden apartments, plus a community center, health clinic and day care center, on Scott Homes Sector II. The design of the proposed Revitalization Phase IV development will be further addressed in the Concept Plan, as well as proposed unit mix and financing alternatives, will be further addressed in the Concept Plan. The County acknowledges that Environmental Conditions (contaminated soil, buried solid waste, groundwater monitoring, methane assessment) affecting Scott Homes Sector II have been identified (see Exhibit H hereto) which will require remediation activity approved by DERM. At the County's option, and subject to those terms set forth in Article I herein, the County and the Developer will enter into contract negotiations for appropriate amendments or supplements to this Agreement encompassing development of Revitalization Phase IV upon presentation by Developer to the County of a feasible development and financing plan for Revitalization Phase IV, and County acceptance thereof. The County's option to expand the Developer's duties to include Revitalization Phase IV is as set forth in Article I herein.

2.7 Non-Residential Physical Components of Revitalization. Subject to evolution of the Concept Plan and Revitalization Plan as provided herein, the County and the Developer at the date of this Agreement contemplate the non-residential redevelopment Components of the redevelopment of Scott- Carver enumerated below. At the County's election, the County may request the Developer to undertake coordination, supervision and contracting responsibilities in connection with one or more of the foregoing potential Components as Additional Services in accordance with Section 3.3. The Concept Plan will further address the redevelopment of these structures, including long-term ownership of separate facilities and phasing (including whether portions of redevelopment of certain facilities should be included in one or more Rental Phases or financed separately):

2.7.1 Scott Homes Facilities. The County contemplates alteration and renovation of the existing Scott Homes site office, maintenance shop, day-care, community building, and existing health center, all located in Scott Homes Sector II.

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2.7.2 Carver Homes Facilities. The County contemplates alteration and renovation of the existing Carver Homes site office, maintenance shop, Headstart Center, and community building, all located in one building on the Carver Homes Site.

2.7.3 Scott Homes Commemorative Building. The County has held preliminary explorative discussions with community representatives regarding rehabilitation of a four-unit building, on the east side of NW 22 Avenue at NW 72 Street, as a commemorative tribute to the former Scott Homes community. Potential utilization of this building will be addressed in the Concept Plan, taking into account community input solicited and obtained as described in Section 2.2.

2.7.4 Public Infrastructure Improvements. The Developer Response to RFQ 8345 proposed significant Public Infrastructure improvements for all phases of the redevelopment of Scott-Carver, including new public streets and rebuilding of existing streets both through the sites and around the perimeters, new curbs and gutters, tree lawns, street trees, street lights, sidewalks, utilities and public parks. The Developer shall refine the plan for and cost of Private and Public Infrastructure in the Concept Plan. The design and construction of Public Infrastructure will be the responsibility of the County and the costs thereof will be funded by the County and not by the Developer or Rental Phase Owners. Design and placement of Public Infrastructure improvements will be further detailed in the Concept Plan. The design and construction of Private Infrastructure will be the responsibility of the Developer or Rental Phase Owners and the costs thereof will be funded by the Developer or Rental Phase Owners and not the County. In order to facilitate the carrying out of Public Infrastructure improvements in accordance with a sequence and scheduling which permits timely commencement and completion of housing construction and commencement of occupancy and supports successful marketing of the Rental Phases, the County anticipates that it will request that the Developer coordinate and contract for the design and construction of Public Infrastructure improvements as an Additional Service pursuant to Section 3.3 hereof. Notwithstanding anything else herein, the County's commitment of funds shall be subject to the Developer's development and presentation of a budget satisfactory to the County.

2.8 Revised Revitalization Plan. The HUD- approved Revitalization Plan in effect on the effective date of this Agreement will require revision to integrate the Concept Plan into the Revitalization Plan and will require HUD approval. Based on the Concept Plan, the Developer will prepare, as directed by the County, one or more proposed revisions or amendments to the Revitalization Plan for submission to HUD. Amendments to the Revitalization Plan, or components thereof, will be prepared and submitted at such time or times as may be required in accordance with HUD administrative requirements, but not later than at the time of submission of any Mixed-Finance Proposals. Developer will be required to comply with such Revitalization Plan.

2.9 Adjustment of Concept Plan, Revitalization Plan. As the County and Developer pursue the further planning and implementation of the redevelopment of Scott-carver, the County and/or the Developer may identify areas in which the Concept Plan and/or the Revitalization Plan can be improved so as to make the redevelopment of Scott-Carver more economically feasible or to better achieve the underlying objective of community revitalization. The County and Developer recognize that the redevelopment of Scott-Carver as well as each

Component thereof, is wholly dependent upon each of the projected funding sources coming to a timely fruition, and other conditions which are beyond the parties' control. The parties therefore recognize that the Concept Plan and Revitalization Plan may prove to be predicated on assumptions of fact or law (including, but not restricted to, assumptions about the availability of certain funds on certain terms, or about statutory or administrative restrictions applicable to funds or other resources, or about the cost of revitalization) which are no longer well-founded, causing the Concept Plan and Revitalization Plan or segments thereof to be no longer reasonably feasible, or requiring changes to the number or mix of units in Components or the sequencing of development Components. Where future amendments to the Concept Plan or Revitalization Plan are required by infeasibility or unforeseen circumstances, the County and Developer will work together to develop changes which accomplish the original goals set forth in the Concept Plan to the maximum extent reasonably feasible given available resources, subject in all cases to the County's final approval of any such modifications.

2.10 Allocation of Costs for Concept Planning Activities. Because the County has requested that the Developer refine the overall redevelopment plan beyond Revitalization Phase II and to engage the community in the concept planning process, the County has agreed to reimburse the Developer for certain third-party costs as well as the Developer's overhead during the Concept Planning Phase pursuant to the requirements of this Agreement. The parties have agreed to a Concept Planning and Pre-Development Budget, which is attached hereto as Exhibit C and a Concept Planning and Pre-Development Pay-Out Schedule attached hereto as Exhibit D.

Before Closing, the County shall have exclusive ownership of and a proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Developer pursuant to the terms of this Agreement.

2.10.1 Concept Planning Third-Party Costs. The County agrees to provide one hundred percent (100 %) reimbursement for budgeted and County- approved third-party costs related to the Concept Planning Phase, provided that all of such work shall be owned by the County and all third-party contractors shall be required to execute assignments of the work product to the County before the Developer will be eligible for reimbursement from the County. In order to receive reimbursement from the County, the Developer shall provide documentation satisfactory to the County and consistent with HUD requirements to support the requested reimbursement. Developer shall invoice for reimbursement as described herein monthly with the required supporting documentation (including, but not limited to the required assignments of work from the third-parties). The County agrees to provide reimbursement within 30 days of a properly presented request. The loans of third-party costs will be provided to the Developer or Rental Phase Owner on a non-recourse basis (with customary carve outs for fraud, bad acts, etc). The parties agree that these third party costs, which shall be repaid by the Rental Phase Owner at Closing of each Phase, are intended to qualify as eligible basis of the Rental Phase Owner, and the County agrees to execute such assignment and other documents at Closing to effectuate the same.

2.10.2 Concept Planning Developer Fee Overhead Advance. In addition, the County agrees to provide the Developer with an advance on its expected Developer Fee and will reimburse the Developer for one hundred percent (100%) of budgeted County-approved

overhead costs during the Concept Planning Phase which shall be both consistent with and based on the achievement of performance milestones attached hereto as Exhibit D. Such payments shall be deemed advances against developer fees and shall be repaid, without interest, only from developer fees received by Developer at the financial closing of each sub-phase of Revitalization Phase II (and shall be allocated to each sub-phase on a pro-rata basis, unless the milestones are attributable disproportionately to one or more sub-phase).

2.10.3 Retroactive Reimbursement for Concept Planning Costs. The parties acknowledge that the Developer incurred third-party costs described in Section 2.10.1 and overhead costs eligible for reimbursement pursuant to Section 2.10.2 commencing on the date of execution of this Agreement by the Developer (October 31, 2008) but prior to the date of approval by the Board of County Commissioners so that the concept planning and community involvement could get underway and put the parties in a position to make deadlines for funding applications for low income housing tax credits and bonds. In light of the eligible nature of the costs and the need to initiate activities on a timely basis, the County will reimburse the Developer or Rental Phase Owner for third-party costs incurred from October 31, 2008, through the date of execution of this Agreement by the County, provided (a) the Developer provides adequate documentation to support such costs as further described herein and (b) the BCC approves this Agreement and the retroactive reimbursement described herein. The Developer acknowledges that until the BCC approves this Agreement and the retroactive reimbursement described herein any expenditures made by the Developer is at its own risk and such expenditures will not be reimbursed by the County if this Agreement is not approved by the BCC.

2.11 Allocation of Costs for Phase II Pre-Development Planning & Financing Activities. As simultaneously with the Concept Plan as possible, the Developer shall apply to MDMFA for bond funds and to FHFC for low income housing tax credits and funding from the State Apartment Initiative Loan (“SAIL”) Program pursuant to deadlines established in the Master Schedule at Exhibit G. The Developer also intends to apply for appropriate financing for Revitalization Phase II in accordance with the Master Schedule at Exhibit G.

2.11.1 Phase II Third-Party Costs Non-Recourse Loan Prior to Initial Closing. In accordance with the Concept Planning & Pre-Development Budget at Exhibit C and pursuant to later supplemental loan documents between the County and the Developer, the County hereby agrees to provide the Developer or one or more Rental Phase Owners one or more pre-development loans for budgeted and County-approved third-party costs required to submit a tax credit application, a bond financing application, and related HUD-eligible pre-development costs with respect to Phase II. In accordance with the Concept Planning and Predevelopment Budget at Exhibit C and pursuant to supplemental loan documents between the Developer or Rental Phase Owner and the County, the County agrees to provide one hundred percent (100 %) reimbursement for budgeted and County- approved third-party costs with respect to Phase IIA, as well as budgeted and County- approved third-party costs with respect to Phases IIB and IIC, to the extent that those costs are incurred prior to the Closing of IIA (or whichever sub-phase achieves Closing prior to the subsequent sub-phases). All work shall be owned by the County and all third-party contractors shall be required to execute assignments of the work product (in addition to the collateral assignments of any contracts) to the County before the Developer will

be eligible for reimbursement from the County. Reimbursement shall be made only for costs that are adequately documented and eligible for reimbursement under HUD and County Disbursement Regulations as defined herein. The loans of third-party costs will be provided to the Developer or Rental Phase Owner on a non-recourse basis (with customary carve outs for fraud, bad acts, etc). The parties agree that these third party costs, which shall be repaid by the Rental Phase Owner at Closing of each Phase, are intended to qualify as eligible basis of the Rental Phase Owner, and the County agrees to execute such assignment and other documents at Closing to effectuate the same.

2.11.2 Phases II Third-Party Costs Non-Recourse Loan Subsequent to Initial Closing. Subsequent to the Closing of IIA (or Closing of IIB or IIC if such closings occur prior to the Closing of IIA), the County's obligation to provide predevelopment funds shall be limited to seventy-five percent (75 %) reimbursement of budgeted and County- approved third-party costs for such sub-phase, provided that such costs are reimbursable in accordance with HUD Safe Harbor Standards, and provided further that all work shall be owned by the County and all third-party contractors shall be required to execute assignments of the work product (in addition to the collateral assignments of any contracts) to the County before the Developer will be eligible for reimbursement from the County. The loans of third-party costs will be provided to the Developer or Rental Phase Owner on a non-recourse basis (with customary carve outs for fraud, bad acts, etc). Reimbursement shall be made only for costs that are adequately documented and eligible for reimbursement under HUD and County Disbursement Regulations.

2.11.3 Phase II Developer Fee Overhead Advance Recourse Loan. In addition, also in accordance with the Concept Planning & Pre-Development Budget at Exhibit C and pursuant to later supplemental loan documents between the County and the Developer, the County agrees to provide the Developer with a pre-development loan for the Developer's overhead relating to these activities, which constitutes up to one hundred percent (100%) of budgeted County-approved overhead costs during Phase IIA based on the achievement of performance milestones attached hereto as Exhibit D, as well as 100% of Phase IIB or IIC overhead costs to the extent that such costs are incurred prior to the Closing of Phase IIA (or whichever sub-phase is the first to achieve a Closing). Such payments shall be full-recourse to the Developer, deemed advances against developer fees and shall be repayable, without interest, only from developer fees received by Developer with respect to each sub-phase of Revitalization Phase II. Developer shall repay the outstanding unpaid balance of such payments at Closing of each sub-phase of Phase II. In no event shall the outstanding balance under this Agreement, combined with amounts advanced pursuant to Section 2.10.2, exceed 15% of the total estimated developer fee payments with respect to Revitalization Phase II and each sub-phase thereof, as further set forth at Exhibit D hereto. The loan of overhead costs shall be a recourse obligation of the Developer. At such time that a Closing occurs with respect to Phase IIA (or Closing of IIB or IIC if such closings occur prior to the Closing of IIA), no further overhead payments shall be made.

2.11.4 Need for HUD Approval. The parties acknowledge that the cost-sharing for third-party costs, where contemplated, may not be consistent with the HUD Safe Harbor Standards and agree to work together in good faith to obtain such HUD approval. The parties further acknowledge that the payment of overhead costs, where contemplated, is intended to be made on a case-by-case basis and may be subject to HUD review. The parties agree that recent

changes in the investment and housing market, combined with the complicated history of this redevelopment effort, warrant a different cost-sharing arrangement to reduce the Developer's risk during the pre-development financing period for the Concept Planning Phase and Revitalization Phase IIA. Any pre-development cost sharing for Revitalization Phases III and IV must be negotiated in the Master Development Agreement Amendment with the goal of complying with HUD Safe Harbor Standards in all respects, unless the specific factual situation justifies a different sharing arrangement, which shall be made in the sole discretion of the County. Similarly, the goal for Revitalization Phases III and IV will be that the Developer be responsible for its own overhead before Closing and not seek a developer fee advance, unless the specific factual situation justifies a different sharing arrangement, which shall be made in the sole discretion of the County.

ARTICLE III. DEVELOPMENT SERVICES

3.1 Developer Services. In addition to the Concept Planning Services described above in Article II, the Developer, directly or through the respective Rental Phase Owners, shall initiate, coordinate, and carry out or contract for all design, financing, and construction activities in connection with the development, construction and completion of all physical redevelopment components of Revitalization Phase II (and such later phases as may be included in this Agreement pursuant Section 1.2 herein). In amplification of the foregoing:

3.1.1 Selection and Contracting with Third Party Consultants. Developer shall be responsible for coordination, selection and contracting with appropriate third-party consultants.

3.1.2 Coordination of Design, Delivery, and Implementation of On-Site Improvements. Developer shall be responsible for the design, engineering and implementation of all on-site improvements (other than Public Infrastructure Improvements, which Developer shall be obligated to complete only to the extent and subject to the terms of that Additional Services Agreement) with respect to each as provided by this Agreement.

3.1.3 Obtain All Needed Financing. Developer shall be responsible for obtaining commitments for all sources of construction, gap and permanent debt financing needed for Revitalization Phase II (and such later phases as may be included in this Agreement by amendment pursuant to the Section 1.2 hereof) in addition to funds committed by the County. All financing shall be subject to the review and approval of the County and HUD.

3.1.4 Provide Guarantees to County and Other Lenders and Investors. Developer shall arrange for and will execute such guarantees of completion or other guaranties as may be required by lenders and Investors, including the County, by guarantors acceptable to such lenders. Neither the County nor any of its departments or affiliates, if any, shall be required in any way to serve as a guarantor.

3.1.5 Apply and Preserve Low Income Housing Tax Credits. Developer shall be responsible for applying for, obtaining and preserving through Closing allocations of low-income housing tax credits, and for the tax and financial structuring of syndications thereof in

accordance with this Agreement. Developer will execute such guarantees of completion as may be required by lenders, the Investor and the County.

3.1.6 Process for Selection of Tax Credit Investor. Prior to the solicitation of tax Investors, the Developer shall disclose, in writing, to the County all direct and indirect relationships which the Developer or any of its Affiliates has with the potential Investors solicited in regard to the low-income housing tax credits as well as the amounts of any funds, fees, sums, reimbursements or other moneys (regardless of characterization) received or to be received directly or indirectly by the Developer or its Affiliates in regard to the syndication transaction. There shall be no syndication fee, direct or indirect, paid to the Developer or any of its Affiliates. In addition, before the Developer seeks a tax credit Investor in a Rental Phase Owner, the Developer and the County shall mutually agree upon (a) criteria for the selection of the Investor, and (b) a list of potential Investors to be solicited. The County may disapprove a potential respondent identified by the Developer in writing specifying the grounds of disapproval. County may recommend to the Developer one or more additional potential respondents from which proposals should be solicited, which recommendations will be considered in good faith by Developer, provided that Developer shall not be required to solicit proposals from a potential respondent recommended by the County unless Developer, in its discretion and after due inquiry, shall determine that the potential respondent would qualify as an acceptable equity partner in the Rental Phase Owner. The Developer shall solicit proposals from all potential respondents not disapproved by the County and will provide the County with copies of all tax-credit investor proposals received together with a summary analysis and assessment of the proposals prepared by the Developer. The County shall be invited to comment on any proposals received and to participate in any interviews with respondents scheduled by Developer. The Developer's final selection of a tax credit Investor may be based on demonstrated competitiveness of the selected proposal under then-current market conditions in terms of pricing and related terms and conditions, including pay-in schedule, required guaranties, and bridge financing, and demonstrated reliability of performance in comparable transactions. However, the Investor and the terms of the Investor's investment are subject in all respects to the approval of the County.

3.1.7 Revitalization Phase II Implementation. Developer shall be responsible for coordinating, directing and managing the progress of Revitalization Phase II (and such later phases as may be included in this Agreement pursuant to Section 1.2) in accordance with this Agreement. With respect to each Component assigned to it pursuant to this Agreement, Developer will ensure that:

a) all goals identified in the Concept Plan and Revitalization Plan are to be accomplished through specific activities and programs;

b) all such activities and programs are assigned to specific individuals and/or teams, whether on the County staff (as directed by the County), Developer staff, or through a contract or subgrant;

c) adequate funding sources are identified and funds are budgeted to accomplish all activities and programs;

d) for each such substantial activity or program there are appropriate performance measures and deadlines; and

e) all material obligations of controlling documents with HUD or other public agencies, including FHFC, that pertain to the Developer are met; provided however, that Developer shall have no responsibility for obligations which are within the sole control of the County to meet or which are expressly reserved exclusively to the County by the terms of this Agreement.

Developer will dedicate adequate staff time to monitoring the progress and performance of all activities and programs included in the Concept Plan and Revitalization Plan so as to maximize the likelihood of their successful accomplishment. Developer will:

- (i) establish sequences and durations of activities necessary to achieve the Revitalization Phase II objectives;
- (ii) monitor the actual performance of those activities;
- (iii) suggest necessary revisions to the schedules;
- (iv) assist the County generally in its efforts to review and clarify any critical elements impacting the Revitalization Phase II; and
- (v) evaluate the causes and extent of delays.

Developer shall also solicit and in good faith consider the input of the County in the performance of its obligations under this paragraph, through the participation of County staff on teams working on various aspects of the Revitalization Phase II.

3.2 Developer Fees. As full compensation for its undertaking and performance of Developer Services hereunder, the Developer (or a Developer Affiliate designated by it) shall be entitled to earn and receive Developer Fees with respect to each Rental Phase of Revitalization Phase II which shall be paid solely from syndication proceeds or other development financing sources other than County Federal Grant Funds. With respect to each Rental Phase, the Developer and the County intend that, subject to HUD approval, the Developer's Developer Fee shall be not less than 10% of project costs (as defined in and determined in accordance with the HUD Cost Guidelines and based on Exhibit F-1 to the Mixed-Finance ACC Amendment for the Rental Phase), and not more than the maximum amount allowed by FHFC or MDHFA, as applicable. The Developer will seek for each Rental Phase FHFC or MDHFA (as applicable) approval of a developer fee up to the maximum fee permitted by the agency. To the extent, if any, that a Developer Fee in excess of 10% of project costs is permitted as to any Rental Phase, and subject to HUD approval, the Developer shall pay to the County an amount equal to one-half of such excess, as reimbursement of County predevelopment costs not otherwise reimbursed and to be reinvested by the County as an additional source of funds for capital costs of the Revitalization Phase II or subsequent phases at the County's discretion. Developer Fees shall be deemed earned and shall be paid on a per-Phase basis in accordance with the terms and

conditions of appropriate agreements between the Developer (or, as pertinent, a designated Developer Affiliate) and the respective Rental Phase Owner approved by the County and HUD. Subject to agreement by the Investor with respect to any particular Phase and approval by FHFC or MDHFA (if required), the parties hereto agree that Developer Fees with respect to any Rental Phase shall be deemed fully earned at substantial completion but shall be payable no earlier than 50% at construction loan closing, 25% at substantial completion, and 25% at achievement of stabilized occupancy. For purposes of this provision, "substantial completion" shall be deemed to have occurred upon issuance of a certificate of substantial completion by the Project Architect and the issuance of certificates of occupancy, and "achievement of stabilized occupancy" shall be determined as provided in the agreement between the Developer and the Rental Phase Owner but not prior to achievement of initial occupancy of 95% of all units of the Rental Phase. Nothing herein shall make the County responsible in any way for such fee, but the County will not withhold any required consent to a budget that contains a fee structure consistent with this Section 3.2.

3.3 Additional Services.

3.3.1 The County may request the Developer to undertake additional services in connection with one or more Components of the Revitalization Phase II with respect to activities which are designated herein as obligations of the County, subject to agreement between the County and the Developer regarding the scope of services and compensation therefor which shall be set forth in one or more separate agreements, or by modification or supplement to this Agreement. The Developer shall provide any such Additional Services as an independent contractor and not as an agent of the County, except to the extent that the separate agreement providing for such Additional Services shall otherwise specifically provide (e.g., by providing that the Developer shall solicit, award, and enter into third-party contracts for specified third-party services as agent for and on behalf of the County, and not as principal).

3.3.2 In general, subject to the terms of the supplemental agreements governing particular Additional Services, the Developer will be compensated for Additional Services on a cost-plus-fee basis, based on the actual cost of services provided by third-party contractors or vendors (other than contractors engaged by Developer as agent for and on behalf of the County) and a fee (fixed or based on a percentage of costs) provided for in the supplemental agreement governing the particular Additional Service. Subject to HUD approval, and except to the extent otherwise specifically provided in the supplemental agreement governing the particular Additional Service, the compensation to the Developer for performance of any Additional Service is not intended by the County or the Developer to be considered an advance against amounts payable to Developer as Developer Fee pursuant to Section 3.2 hereof.

3.3.3 Each supplemental agreement for Additional Services will include as an exhibit incorporated therein a budget approved by the County for the estimated costs of all third-party services required for the performance of such Additional Service and the Developer's compensation therefor, and identifying the source or sources of funds therefor. No contract or subcontract for an Additional Service shall be awarded by the Developer (whether as agent for and on behalf of the County, or on its own behalf as principal) in an amount which exceeds the budget estimates shown in the approved budget without prior written approval by the County.

Authorization to the Developer by the County to cause or permit commencement of third-party work contracted for by the Developer for any Additional Service (whether as agent for and on behalf of the County or on its own behalf as principal) shall constitute a representation by the County (i) that funds for the payment of third-party costs for such Additional Service, as budgeted, have been authorized and appropriated, as required, and are available for such use, and (ii) that funds for the payment of the Developer's compensation, as budgeted, for such Additional Service have been authorized and appropriated, as required, and are available for such use.

3.3.4 The County and the Developer acknowledge that (i) the County intends to request that the Developer coordinate and contract for design and construction of Public Infrastructure improvements, as an Additional Service hereunder, and indicated in Section 7.4, and (ii) if a determination is made, pursuant to Section 7.4.1, that additional Site Preparation Work is required as to any Rental Phase Site, the County anticipates that it will request that the Developer undertake coordination and contracting for design and coordination of such work as an Additional Service hereunder on a cost-plus-fee basis, subject to a guaranteed maximum price.

ARTICLE IV. COUNTY COMMITMENTS AND SUPPORT

4.1 County Financing Commitment.

4.1.1 The County is taking all steps necessary under HUD procedures to accumulate and reserve presently available Replacement Housing Factor Funds (RHF Funds”), for grant years 2000 through 2009 , in an amount not less than \$8,359,613.85 for mixed-finance "Total Development Uses" (Exhibit F-1, Part A) of Rental Phases of Revitalization Phase II, and the County agrees that it will maintain such allocation and reservation in not less than such amount until such amount or different amounts are committed in Mixed-Finance Proposals for Rental Phases of Revitalization Phase II submitted to HUD. The parties acknowledge that a portion of the RHF Funds are subject to statutory obligations and expenditure requirements and must be obligated by September 30, 2009 and fully expended by September 30, 2011. The Developer agrees to take this RHF expenditure deadline into account when drafting budgets pursuant to this Agreement and will use the RHF Funds first to meet such requirement.

4.1.2 The most recently approved HOPE VI Budget (F) allocates \$17,915,597.35 of HOPE VI Grant Funds available for development purposes provided that, as set forth above, some portion of this amount may be utilized for later phases. The County agrees that it shall at its discretion maintain such amount until such amount or difference amounts are committed in Mixed-Finance Proposals for Rental Phases of Revitalization Phase II submitted to HUD.

4.1.3 The County is willing to commit up to \$13,741,000 of County Special Obligation Funds remain allocated to the Scott-Carver HOPE VI Project, subject to further allocation or release by the Board of County Commissioners. The County agrees that it will not request re-allocation of such funds or any part thereof to a use other than the Scott-Carver HOPE VI Project.

4.1.4 The County and the Developer agree to use the Concept Planning period to develop a Public Infrastructure plan and budget. The Concept Plan will further refine the placement and types of expected Public Infrastructure, and will include a preliminary budget for design and construction thereof. The County and the Developer acknowledge that development of a more definitive budget for Public Infrastructure construction will require development and County approval of design documents, if not the receipt and evaluation of competitive bid proposals based on approved design documents.

4.2 County Institutional Support. The County shall provide all reasonable assistance for the Revitalization Phase II with local agencies, HUD, lenders, and other applicable parties. The County shall provide all reasonable assistance requested by the Developer in obtaining licenses, approvals, clearances, or other cooperation from local, state, and federal agencies. Notwithstanding any silence of this Agreement as to specific obligations, the County and the Developer will take all reasonable actions as are within their respective authority and necessary to the accomplishment of the Concept Plan and the Revitalization Plan. Where any resources anticipated by the parties become unavailable in whole or in part, or for any reason the Revitalization Phase II must deviate from the Concept Plan or the Revitalization Plan in order to be feasible, or if future amendments to the Concept Plan or Revitalization Plan are required by unforeseen circumstances, the County and Developer will work together to agree upon changes or alternate plans which accomplish the original goals set forth in the Concept Plan to the maximum extent reasonably possible given available resources and necessary approvals.

4.3 HUD Approvals. The County and the Developer acknowledge that this Agreement, the Closings and the consummation of the transactions contemplated by this Agreement are subject to approval by HUD. The County and the Developer agree to cooperate in good faith to obtain all necessary approvals from HUD required pursuant to 24 CFR Part 941, Subpart F, and the HOPE VI Grant Agreement. The County shall coordinate closely with the Developer regarding all relevant communications with HUD and timely forward to the Developer all relevant correspondence, directives, and other written material either to or from HUD with respect to Revitalization Phase II. The County shall maintain sole authority for the execution of documents required of the County as the grantee of the HOPE VI Grant or other HUD Grant Funds. Whenever statute or regulation or, as determined by the County and Developer, the successful implementation of Revitalization Phase II requires the County to take actions or execute documents to accomplish Revitalization Phase II, the County will do so timely, so as not to impede the orderly progress of Revitalization II. Any submission to HUD of any agreements in draft or final form, shall be approved by the County, after prior review and opportunity for comment by the Developer, and shall be submitted to HUD by the County; provided, however, that no submission which, in the reasonable determination of the Developer, materially increases the responsibility or risk of the Developer from that previously contemplated shall be made without the Developer's approval.

4.4 Litigation. Except as disclosed in Exhibit F hereto, the County represents that, to the best of its knowledge, there is no outstanding judgment, settlement agreement, conciliation agreement, or consent decree, nor any pending or threatened litigation against the County in any Federal or State court which challenges implementation of the Revitalization Phase II or which could otherwise result in an adverse judgment, order or settlement, which

could materially and adversely affect implementation of the redevelopment of Scott Carver or the feasibility thereof as contemplated by this Agreement. The County will promptly disclose to Developer any new litigation commenced or threatened which, if known at the date of this Agreement, would be required to be disclosed in Exhibit F, and shall advise Developer of any significant developments, adverse or otherwise, in any litigation required to be disclosed pursuant to this section. The County will direct its counsel in any such litigation to respond fairly to any reasonable due diligence inquiries by Developer counsel with respect to the status or prospects of any such litigation, including by providing copies of any requested filings therein.

ARTICLE V. ADMINISTRATION OF REDEVELOPMENT

5.1 Revitalization Phase II Schedules.

5.1.1 Master Schedule. Attached hereto as Exhibit G is a detailed schedule, in critical-path bar-graph form, for commencement and completion of all tasks expected to be contemplated by the Concept Plan and the revised Revitalization Plan. The Developer shall supplement the bar-graph schedule with detailed schedules for submissions and responses thereto of necessary deliverables associated with tasks covered by the schedule, taking into account appropriate scheduling for submission and consideration by the County (including, when required, the Board of County Commissioners) or by HUD, where applicable (the bar-graph schedule plus such supplemental information being referred to herein collectively as the "Master Schedule"). The Developer shall continually revise and update the Master Schedule to reflect evolving events and circumstances, including impacts on interdependently related activities, and to include actual dates of commencement and completion of tasks. An updated complete Master Schedule will be provided to the County monthly (see Section 5.3. hereof), with identification and explanation of changes reflected therein. If the County shall object to any change in the schedule as submitted by the Developer, the County shall promptly advise the Developer in writing of the County's basis for such objection and any suggested means of avoiding or otherwise remedying such change. The County undertakes that it will advise the Developer promptly of any known or reasonably anticipated event or condition which might affect the scheduling, or require a change therein, of any task which is the responsibility of the County.

5.1.2 HUD Program Schedule, Compliance Checkpoints. The County and the Developer acknowledge that the County is required by the HOPE VI Grant Agreement to implement the Revitalization Plan in accordance with a HUD Program Schedule established or approved by HUD which is subject to extension only in accordance with Article III, paragraph 2(a) of the HOPE VI Grant Agreement. The Developer also acknowledges its understanding that HUD may hold the County, as Grantee, accountable for compliance with "milestones" reported by the County to HUD through the Quarterly Report Administrative and Compliance Checkpoints Report and approved by HUD. The Developer will use diligent best efforts to avoid changes to the Master Schedule which will require requests for changes in HUD Compliance Checkpoints and will provide detailed justification for changes in the Master Schedule which may require such requests.

5.2 Revitalization Budgets.

5.2.1 HOPE VI Project Budget. Attached hereto as Exhibit E is the currently HUD-approved "Project Budget," which the parties acknowledge needs to be revised to reflect the to be developed Concept Plan and related revisions to the Revitalization Plan. The County will make timely submissions to HUD of any revisions to the HOPE VI Project Budget as needed to effectuate this Agreement.

5.2.2 Sub-phase Budgets.

5.2.2.1 Not later than 30 days prior to the anticipated date for initial submission to HUD of the Rental Term Sheet with respect to any Rental Phase, the Developer shall submit to The County, for review, approval, and submission to HUD as an exhibit to the Rental Term Sheet, a Phase Development Budget for the Phase, identifying all sources of funds and estimated uses, including (i) all sources and estimated uses of funds from public and private sources which are expected to be included in the County's Mixed-Finance Proposal for the applicable Phase, and (ii) the maximum amount of County Federal Grant Funds grant funds to be included in that Phase, which will be included in "maximum project cost" as described in 24 CFR § 941.365(a), in form comparable to and not less detailed than Exhibit F-1, Summary Budget for Specific Phase, to the HUD Rental Term Sheet. After initial submission, proposed revisions to a Phase Development Budget will be submitted by the Developer to the County monthly, as needed (see Section 5.3, below), in the form of a proposed revised Phase Development Budget with identification and explanation of changes, which upon approval by the County shall be deemed to constitute a revised Phase Development Budget, subject to any required approval of such revisions by HUD. The County shall not unreasonably withhold approval of any proposed increase in a Phase Development Budget for which a source of funds other than from the County is identified by the Developer.

5.3 Monthly Status Reports and Information. No later than the 15th day of each month beginning with the month following the date of execution of this Agreement, (i) the Developer shall provide the County with written progress reports in such form as may reasonably be required by the County on the status of all revitalization activities, including work performed by the Developer's contractors and by the County as reported by it to the Developer, and which shall include proposed modifications to the Master Schedule, when necessary; a chart showing monthly expenses against the Predevelopment Budget or a Phase Development Budget; and (ii) upon request from the County shall provide the Developer with written progress reports on the status of all activities that are the responsibility of the County, including work performed by the County's contractors, which shall include, when necessary, proposed modifications to the Master Schedule. Developer shall attend monthly, or more often if either party deems necessary, progress meetings with the County, respecting such matters as the progress of the Predevelopment Phase, the amount of costs incurred, the estimated cost of completing the Predevelopment Phase, an analysis of any changes that in either party's opinion should be made in the Predevelopment Budget, any Phase Development Budget, the Master Schedule, or Revitalization Phase II itself.

5.4 Contractors and Consultants. The Developer shall be responsible for the selection and engagement of subcontractors, consultants and other participating parties

("Subcontractor" or "Subcontractors") necessary for carrying out Developer Services pursuant to Section 3.1, or Additional Services pursuant to Section 3.3.

5.4.1 Selection Process for Subcontractors. The County acknowledges that, in accordance with 24 CFR § 941.602(d)(2), the Developer is not required to comply with procedures set forth in the procurement policy of the County set forth in Section 2-8.2.6, 2.8.2.7, Administrative Order 3-39 or any other County Procurement Processes or under 24 CFR § 85.36 with respect to activities other than contracting for certain Additional Services as agent for and on behalf of the County. However, in light of the public investment in the Revitalization Phase II and the Concept Plan, the Developer shall provide to the County the Developer's solicitation procedures for an open and fair competitive process for the County's review and approval prior to selection and engagement of contractors. In selecting contractors and consultants, the Developer shall be alert to organizational conflicts of interest as well as noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade and will make awards to the bidder or offeror whose bid or offer is in the Developer's sole determination most advantageous to Revitalization Phase II or the Concept Plan, taking into consideration price, quality, experience and other factors subject to the County's approval pursuant to Section 5.4.3 below. The other factors shall include (but not be limited to) the bidder's or offeror's commitment to compliance with the Section 3 participation goals developed pursuant to Section 2.5 and the other factors enumerated below.

5.4.2 Developer Responsible for Subcontractors. If the Developer will cause any part of this Agreement to be performed by Subcontractors other than the Developer, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Developer; and the Developer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Developer. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Developer.

5.4.3 Process for Adding Subcontractors. For Subcontractors not already approved by the County pursuant to Section 5.4.7 below, the Developer, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the work the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Developer not to award any subcontract to a person, firm or corporation disapproved by the County.

5.4.4 Developer to Fully Inform Subcontractors of Requirements of Work. Before entering into any agreement with a Subcontractor hereunder, the Developer will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the work to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.

5.4.5 Requirement of Satisfactory Past Performance. In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided,

the Developer must be prepared to prove to the satisfaction of the County that the Subcontractor has the necessary facilities, skill and experience, and ample financial resources to perform the work in a satisfactory manner. To be considered skilled and experienced, the Developer must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

5.4.6 Right of County to Withdraw Consent. The County shall have the right to withdraw its consent to a Subcontractor if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Developer shall furnish to the Developer copies of all agreements between Developer and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Developer in breach of its obligations, the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

5.4.7 County-Approved Subcontractors. The County acknowledges that Developer selection of the following Subcontractors identified as Development Team Members in the Developer Response to RFQ is acceptable to the County:

Torti Gallas and Partners, Inc. (concept planning and urban design)
KAI Design and Build, Inc. (Project Architect)
LaQuatra Bonci Associates (landscape design)
Tetra Tech (civil engineer)
Milian, Swain & Associates, Inc. (civil engineer)
Fishkind & Associates (market analysis/economic impact)
Consulting Group of South Florida, Inc. (community development)
Nixon Peabody LLP (legal - HOPE VI/Tax Credit)
Akerman Senterfitt (legal - land use/zoning)
Sonnenschein, Nath & Rosenthal, LLP (legal - construction contracts)
McCormack Baron Ragan Management Services, Inc. (property management, leasing)
Urban Strategies, Inc. (community and supportive services)
Social Compact, Inc. (economic development)
Reliance (Co-developer)

5.5 MBE/WBE Report. Each quarter, Developer shall, and shall cause each subcontractor to prepare and submit to the County the Section 3, MBE and WBE Report in the form prescribed by the County.

5.6 Compliance with Laws and Permits. The Developer shall cause the design and construction of all Phases to be in compliance with all applicable Federal, state and local laws, codes, ordinances, rules and regulations and with all permits. The Developer shall fully comply

with all applicable laws and regulations with respect to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, licensing and other employer-employee related matters, including, without limitation, all laws, rules and regulations with respect to non-discrimination based on race, sex or otherwise.

5.7 Cooperation; External Communications.

5.7.1 Cooperation. The County and the Developer shall cooperate with one another in good faith to complete Revitalization Phase II and the Concept Plan. Such cooperation shall include reasonable efforts to respond to one another as expeditiously as possible with regard to requests for information or approvals required hereby and prompt proactive sharing of information pertinent to the carrying out and orderly progression of Revitalization Phase II, including forwarding of all relevant correspondence, directives, and other written material either to or from County departments other than MDHA, MDHFA, FHFC, or HUD with respect to Revitalization Phase II. With regard to materials or documents requiring the approval of one or more parties, if such materials or documents are not approved as initially submitted, then the parties shall engage in such communication as is necessary under the circumstances to resolve the issues resulting in such disapproval. A spirit of good faith and a mutual desire for the success of Revitalization Phase II shall govern the parties' relationship under this Agreement.

5.7.2 External Communications. The parties agree to cooperate and consult with each other regarding any public statements or publications made regarding the Revitalization. To the greatest extent feasible, each party shall provide the other with drafts of any material correspondence, or other written material prepared in connection with the Revitalization for a governmental agency, neighborhood or resident group, the media or other public party prior to submission, and shall consider in good faith changes in such drafts recommended or requested by the other. The County will have the final decision with respect to any material communications relating to the Revitalization to the media or to a public party. Each will provide the other with final versions of all material submissions. The Developer shall develop and maintain good relations with community groups, public housing residents and federal, state, and local governments.

5.8 No Default under County Federal Grant Funds Documents. The Developer shall manage and implement each Phase of the Revitalization Phase II in compliance with all documents governing the County Federal Grant Funds, and so as not to cause a default thereunder.

ARTICLE VI. ENVIRONMENTAL REVIEW, REMEDIATION, AND OBLIGATIONS

6.1 HUD Environmental Clearances. The County shall be responsible for obtaining all necessary HUD approvals of Requests for Release of Funds for each Rental Phase of Revitalization Phase II pursuant to 24 CFR Part 50 or Part 58, as applicable.

6.2 Environmental Assessments and Remediation

6.2.1 Attached hereto as Exhibit H is a list of all existing documentation, including environmental assessments, notices, and other material correspondence with any public agency, in the possession or control of the County (including DERM) with respect to environmental matters at the Scott-Carver Site.

6.2.2 As indicated in Exhibit H, the County caused the performance of Phase I and Phase II environmental site assessments of all sectors of Scott Homes and Carver Homes. If deemed warranted by the Developer or the County after review and evaluation of such prior assessments or required by a regulatory agency having jurisdiction with respect to an Environmental Condition identified in a Phase I environmental site assessment or addenda thereto or an existing Phase II assessment thereof with respect to a site or portion thereof projected to be included in a Rental Phase of Revitalization Phase II, the Developer, as a predevelopment task pursuant to section 2.10.1 or 2.11 hereof (and consistent with the budget line item therein), will cause a Phase II environmental assessment, or any further testing or other evaluation recommended by an existing Phase II environmental assessment, of the affected site to be performed. If a Phase I environmental site assessment or Phase II environmental site assessment and any addenda or further testing or evaluation (collectively, a "Site ESA"), identifies the presence of an Environmental Condition, the Developer and the County shall meet to determine the scope of remediation to be performed at the affected site (subject to any required approval of such remediation scope by DERM or any other government agency having jurisdiction). If the Developer and the County are able to reach agreement on the scope of remediation, such remediation shall be added to the scope of Site Preparation Work for the site or affected portion thereof. Developer (if engaged by the County with respect to such remediation activities as described in Section 7.4.1 hereof) shall submit or cause to be submitted to the County for its review all proposed plans and specifications for remedial actions, and at the County's request shall cause Developer's contractor or appropriate consultants to meet with the County or its consultants for the purpose of reviewing such submission and discussing any County questions or concerns so that any and all environmental issues which may be problematic to Developer and third-party funding sources may be identified at the earliest possible date and fully resolved by the parties during the predevelopment phase and prior to the Rental Phase's need for financing from such third-party funding sources, the costs of all of such reports and remedial actions to be borne by the County pursuant to Section 7.4.1 hereof. The County and the Developer acknowledge that all third-party funding sources, as a condition to their funding of any portion of Revitalization Phase II, will likely require all data available in regard to the foregoing environmental matters, and will likely require evidence that any and all recommendations stated in any Site ESA have been complied with and a "no further action at this time" letter or other appropriate and adequate clearance with respect thereto has been issued by the appropriate state environmental agency. Developer shall bear no responsibility or liability, however, for environmental remediation plans and specifications as a result of its review thereof.

6.2.3 If the Developer and the County are unable to reach agreement on the scope of remediation to address an Environmental Condition affecting a Rental Phase of Revitalization Phase II identified by a Site ESA, or if the County determines at any time subsequent to the completion of any Site ESA, but prior to Closing with respect to the Rental Phase encompassing

the affected site or portion thereof, that the nature of, time frames for, or costs of remediation required pursuant to Section 6.2.2 of an Environmental Condition affecting a Rental Phase Site or any portion thereof identified in a Site ESA or discovered during the course of Site Preparation Work would render the construction of the New Improvements on such site practically or financially unacceptable, the Developer and the County shall meet to consider the feasibility of the development of the affected Rental Phase or affected portions thereof and possible methods and source of payment for remediation of such environmental condition. The Master Schedule may be extended by the time needed to remediate such environmental condition, if feasible in the light of controlling deadlines imposed by financing or supervisory agencies. If the County, after conferring with the Developer but in its sole discretion, determines that remediation of such Environmental Condition in accordance with a scope of remediation acceptable to the Developer and third-party funding sources cannot feasibly be effected, the affected site or portion thereof shall be removed from the affected Phase and if reasonably available a suitable alternative site acceptable to the Developer in Clean and Buildable Condition shall be substituted therefor, in order to permit development and construction of a Rental Phase having, to the extent reasonably possible, the full number of units and unit mix planned. If substitution of a suitable alternative site is not feasible in light of controlling deadlines imposed by financing or supervisory agencies, the parties will use good faith efforts to include development of the affected number of units in a later Phase of the redevelopment of Scott-Carver, if applicable and feasible.

6.2.4 If, after Closing with respect to a Rental Phase and during the course of any continuing Site Preparation Work or construction work, the County determines that the nature of, time frames for, or cost of remediation in accordance with a scope of remediation acceptable to the Developer and third-party funding sources of an Environmental Condition affecting the Rental Phase Site or portion thereof which is discovered during the course of such Site Preparation Work or construction work (or a materially increased scope or cost of remediation of a previously discovered condition which is determined during the course of such Site Preparation Work or construction work) would render the construction of the New Improvements on such Rental Phase Site or portion thereof practically or financially unacceptable (a “Post-Closing Environmental Condition”), the Developer and the County shall meet to consider the feasibility of the development of the Rental Phase Site (or affected portions thereof) and possible methods and source of payment for remediation of such Post-Closing Environmental Condition. The Master Schedule may be extended by the time needed to remediate such Post-Closing Environmental Condition, if feasible in the light of controlling deadlines imposed by financing or supervisory agencies. If the County, after conferring with the Developer, determines that remediation of such Post-Closing Environmental Condition in accordance with a scope of remediation acceptable to the Developer and third-party funding sources cannot feasibly be effected, the affected Development Site or portion thereof shall be removed from the Rental Phase and, if reasonably available, a suitable alternative site acceptable to the Developer in Clean and Buildable Condition shall be substituted therefor in order to permit development and construction of a Phase having the full number of units and unit mix planned. If substitution of a suitable alternative site is not feasible in light of controlling deadlines imposed by financing or supervisory agencies, including applicable placement-in-service deadlines, the Developer shall be entitled to those remedies detailed in Section 14.3.3.1 with respect to the excluded site or portion thereof.

6.3 Developer Environmental Covenant. Developer shall not itself, and Developer and each Rental Phase Owner shall not permit any other person, including, but not limited to, third parties with whom Developer or a Rental Phase Owner contracts in regard to this Agreement, to bring onto any Rental Phase Site any (i) asbestos or asbestos containing material, or polychlorinated biphenyl material, or (ii) hazardous substances or hazardous waste as defined under any federal, state or local law, that may require remediation under applicable law, or (iii) soil containing volatile organic compounds regulated under applicable law. Additionally, in the event that Developer encounters on such Rental Phase Site (i) asbestos or asbestos containing material, or polychlorinated biphenyl material, or (ii) the presence of hazardous substances or waste as defined under any federal, state or local law, that may require remediation under applicable law, or (iii) soil containing volatile organic compounds, or (iv) any other subsurface, adverse condition, Developer shall immediately notify the County in writing.

ARTICLE VII. PREDEVELOPMENT SITE ACTIVITIES.

7.1 Access. The County hereby gives access to the Developer, its contractors and agents, access to the Scott-Carver Site so as to allow Developer to undertake and accomplish its responsibilities under this Agreement.

7.2 Relocation. The County received all HUD approval required for its demolition activities at the Scott-Carver Site, and of its Relocation Plan submitted to HUD in connection therewith. The County has complied, and shall continue to comply, with all Federal, State and local requirements governing the relocation or residents and the provision of replacement housing under this Agreement including the Uniform Relocation and Assistance and Real Property Acquisitions Policies Act of 1970, as amended (the "Uniform Relocation Act"), and any and all other Federal or state laws, rules or regulations. Except only as may be expressly provided in this Agreement or and supplemental agreement between the parties hereto, including any agreement regarding the rights of relocated former occupants of Scott-Carver to occupy revitalized units, the Developer shall have no responsibility for the temporary or permanent relocation of former residents necessitated by demolition of housing on the Scott-Carver Site.

7.3 Disposition Approval. The County obtained HUD disposition approval of two portions of the Scott Homes Site and the Carver Homes Site, pursuant to Section 18 of the Act, by letter dated February 11, 2005. The County will timely apply for and obtain any refinement of or additional HUD disposition approval or approvals, or any necessary revision or modification to the foregoing approval heretofore received, pursuant to Section 18 of the Act, required for implementation of Revitalization Phase II or any Rental Phase thereof.

7.4 Site Preparation Work.

7.4.1 As otherwise provided herein, the County shall be responsible for the performance, directly or through contractors selected by it but at the sole cost and expense of the County (except for those tasks that are explicitly described in this Agreement as the responsibility of the Developer or a Rental Phase Owner), of all Site Preparation Work necessary

to permit delivery of each Rental Phase Site of Revitalization Phase II to Developer or the appropriate Rental Phase Owner in Clean and Buildable Condition in accordance with Section 7.6.2. At the date of this Agreement the parties have not identified specific Site Preparation Work activities in addition to those which may have been included in the scope of work under County demolition contracts. If additional such tasks are identified (including, without limitation, environmental remediation activities required in accordance with Section 6.2.2 hereof), the parties acknowledge their intent that the County will engage the Developer to undertake the coordination and contracting for such tasks as Additional Services pursuant to Section 3.3 hereof.

7.4.2 Following completion of site preparation at the designated locations, Developer shall obtain a topographic and boundary land survey of the site which is sufficient for a title insurance company approved by the County and Developer to issue zoning endorsements in connection with its issuance of leasehold and mortgage title insurance policies.

7.4.3 Developer shall coordinate any necessary site plan approval, infrastructure relocation, rezoning and re-subdivision of the Site (including necessary planned unit development approvals and modifications to ordinances), any applicable street and alley vacations and dedications and all applicable land acquisition necessary to vest fee title to each Rental Phase Site in the County.

7.4.4 Developer shall coordinate the following activities: (i) preparation of a grading plan for each Rental Phase; and (ii) location of all footprints of the buildings to be constructed at the Rental Phase. Prior to the commencement of any site grading or compaction, Developer shall contact and coordinate with appropriate utility agencies for the purpose of verifying the location, depth and nature of all utilities affecting the Rental Phase and any areas bordering upon the Rental Phase Site. Developer shall immediately notify the County in writing of any physical, surface, subsurface or latent conditions that it becomes aware of at a Rental Phase Site, which will adversely affect the Rental Phase from a cost or timing perspective.

7.4.5 If and to the extent that Site Preparation Work for the site of a Revitalization Phase II Rental Phase or a portion thereof is not completed by the date of Closing with respect to such Rental Phase, the County shall cause the continuation and completion of such Site Preparation Work subsequent to Closing, provided that the Rental Phase Owner shall grant to the County such licenses or easements as are required in order to permit completion of the Site Preparation Work, and the obligations of the County with respect to the affected Rental Phase will survive the Closing with respect thereto.

7.5 Geotechnical Assessment and Remediation.

7.5.1 The County provided initial post-demolition geotechnical test boring results with respect to the Revitalization Phase II sites as an exhibit to the County RFQ. If deemed warranted by the Developer, the Developer will engage geotechnical consultants to perform further geotechnical evaluation of all sites identified as Rental Phase Sites of Revitalization Phase II as a predevelopment task pursuant to Section 2.10.1 or 2.11.1 hereof and will provide copies of each of such reports to the County. Except only as may be expressly provided in this Agreement or

any amendment hereto or in any supplemental agreement between the parties hereto, remedial actions recommended in geotechnical assessment reports shall be included in Site Preparation Work for the Rental Phase in which the affected sites are intended to be included. The Developer shall submit or cause to be submitted to the County for its review all proposed plans and specifications for remediation of geotechnical conditions and shall cause the appropriate contractors or consultants to meet with the County for the purpose of reviewing such submissions and discussing any County or Developer questions or concerns.

7.5.2 If the County determines at any time prior to Closing that the nature of, time frames for, or cost of remediation of a geotechnical condition recommended in a geotechnical evaluation report, or remediation of a geotechnical condition which is discovered during the course of Site Preparation Work (or a materially increased scope or cost of remediation of a previously discovered condition which is discovered during the course of such Site Preparation Work) would render construction or operation of the New Improvements on the affected Revitalization Phase II Rental Phase Site or portion thereof practically or financially unacceptable, the Developer and the County shall meet to consider the feasibility of the development of the Rental Phase Site or affected portions thereof and the possible methods and source of payment for remediation of such geotechnical condition. The Master Schedule may be extended by the time needed to remediate such geotechnical condition, if feasible in the light of controlling deadlines imposed by financing or supervisory agencies. If the County, after conferring with the Developer, determines that the geotechnical condition cannot feasibly be cured, the affected site or portion thereof shall be removed from the Rental Phase and, if reasonably available, a suitable alternative site acceptable to the Developer in Clean and Buildable Condition shall be substituted therefor, in order to permit development and construction of a Phase, and to the extent reasonably possible, having the full number of units and unit mix planned. If substitution of a suitable alternative site is not feasible in light of controlling deadlines imposed by financing or supervisory agencies, the parties will use good faith efforts to include development of the affected number of units in a later Phase of the Revitalization Phase II, if applicable and feasible.

7.6 Site Control; County Delivery of Sites

7.6.1 Ground Leases. With respect to each Rental Phase of Revitalization Phase II, the County will retain fee title to the site but will convey site control to a Rental Phase Owner through a long-term ground lease (not less than 55 years). The Declaration of Restrictive Covenants, which shall be recorded prior to any leasehold mortgage, shall contain a covenant running with the land obligating the lessee and lessor of any ground lease, and any successors in title of either of them, including any successor who acquires title to the lessee's estate by foreclosure of a leasehold mortgage, to maintain and operate the Public Housing Units in compliance with all Applicable Public Housing Requirements during the period required by law. Each Ground Lease will likewise contain appropriate covenants. Each Rental Phase Owner shall grant to the County an option to purchase the Rental Phase Owner's interest in the Rental Phase, and a right of first refusal with respect to any bona fide offer from an unrelated third party to purchase the Rental Phase Owner's interest in the Rental Phase, upon terms and conditions to be set forth in an appropriate agreement between the Rental Phase Owner and the County to be executed in connection with the Closing of the pertinent Rental Phase.

7.6.2 County Delivery of Sites. All portions of the Scott-Carver Site intended for physical redevelopment activities to be conducted as part of any Rental Phase of Revitalization Phase II shall be delivered by the County to the Developer (or an appropriate Rental Phase Owner) in Clean and Buildable Condition within the timeframes anticipated by the Master Schedule. As used herein, "Clean and Buildable Condition" shall mean that:

(a) above and below ground improvements such as retaining walls, and building structures and foundations, on the sites have been demolished in accordance with all applicable laws, including Environmental Laws, including, but not limited to, those governing the removal of asbestos-containing materials and/or lead based paint;

(b) the removal and disposal of all debris from demolition and all other surface and subsurface physical obstructions shall have been completed in accordance with all applicable laws, including Environmental Laws;

(c) any and all Buried Materials and any abandoned utility lines actually known to the County, or which are discovered by the County or its contractor in the course of preparing a site for delivery to Developer or a Rental Phase Owner, which could reasonably be expected to preclude or materially increase the cost of constructing a Rental Phase and are no longer necessary have been removed, capped, closed or otherwise addressed to the extent necessary to comply with applicable laws and permit the Rental Phase to be constructed;

(d) all buildable areas of the sites shall have been rough graded (if required), and geotechnical compaction results shall conform to the design documents requirements supplied by the Developer for excavation, backfill and grading for building pads and parking lot areas; and

(e) all areas unsuitable for construction of the New Improvements (such as but not limited to old foundations, retaining walls, areas of uncompacted fill, or on-site underground utilities which may be encountered) shall have been removed or closed, and all such areas shall have been compacted with suitable fill material; and

(f) all environmental Conditions actually known to the County, or which are discovered by the County or its contractor (including, without limitation, the Developer as contractor for Public Infrastructure Work or Site Preparation Work, as contemplated in Section 3.3) in the course of preparing a Rental Phase Site for delivery to Developer or a Rental Phase Owner) have been remediated to meet Cleanup Standards and comply with Environmental Law.

As used herein, "New Improvements" shall mean roads, infrastructure and new construction. The foregoing activities (a) - (f), which are the responsibility of the County, together with environmental remediation activities and geotechnical activities which are the responsibility of the County under Sections 6.2.2 and 7.5.1 hereof, are referred to collectively herein as "Site Preparation Work." The County shall be solely responsible for all costs and expenses associated with the Site Preparation Work.

7.6.2.1 The County shall be deemed to have satisfied its obligation to deliver a Rental Phase Site to the Developer or the Rental Phase Owner in Clean and Buildable Condition if (a) all work required by any agreement regarding Site Preparation Work that may be entered into pursuant to Section 7.4.1, shall have been completed in accordance with the plans, specifications, and contract documents associated therewith, (b) any remediation of an Environmental Condition required pursuant to Section 6.2.2 shall have been completed, or a "no further action" or other appropriate and adequate clearance by DERM as to such Rental Phase Site shall have been obtained, and (c) any remediation of a geotechnical condition required pursuant to Section 7.5.1 shall have been completed; provided, however, that nothing in this section shall diminish or otherwise affect the responsibilities or obligations of the parties pursuant to Section 7.6.2.

ARTICLE VIII. PRE-CLOSING DEVELOPMENT PHASE ACTIVITIES

8.1 Plans and Specifications.

8.1.1 Coordination. The Developer shall oversee and coordinate with the Project Architect the development of plans and specifications for the Project improvements for each Phase in accordance with applicable federal, state and local requirements. All plans and specifications shall be submitted to Developer and the County for approval, from time to time, as they are being developed. Developer and the County shall communicate to each other and the Project Architect, approval or disapproval within fourteen (14) business days of submission. If a submission is disapproved, a written explanation shall be provided. The parties acknowledge and agree that all plans and specifications may require submission to the County Building Department, the County Planning and Zoning Department, and HUD, as applicable, for their respective review and approval. Developer shall use commercially reasonable efforts to cause to be prepared plans and specifications which will result in a cost effective and economical product within the anticipated Rental Phase Budget and consistent with marketing conditions and sustainability. The Developer shall ensure that input is obtained from the Community Team, as provided in Section 2.2.

8.1.2 Documents, Drawings and Materials. Developer shall furnish to the County two (2) reproductions of final drawings of record and data sheets; results of civil, structural, mechanical and hydraulic design calculations; loading diagrams, equipment manufacturers' drawings and data, including construction data and parts lists; and final specifications. Developer shall furnish to the County two (2) reproductions of the as-built drawings of such Phase and other drawings as requested by the County.

8.1.3 Ownership of Drawings and Documents. As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law. The Developer hereby acknowledges and agrees that until a closing on a Phase or Sub-Phase pursuant to this Agreement, the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Developer hereunder or furnished by the Developer to the County and/or created by the Developer for delivery to the County, even if unfinished or in process, as a result of the Services the Developer

performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Developer as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Developer shall not, without the prior written consent of the County, use such documentation on any other project in which the Developer or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Developer to meet official regulatory requirements or for other purposes in connection with performance under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights. After Closing, such materials maybe collaterally assigned to the County as a mortgage lender at Closing, and subject to the lien therein in favor of the first lender, if any. Developer shall include a provision to such effect in all architect and construction contracts pertaining to each Phase.

8.2 Permits and Approvals. Developer shall obtain (in its own name or, where appropriate, in the name of the County with the County's express written permission, or other appropriate party, including a Rental Phase Owner) all building and construction permits, licenses, easements and approvals necessary for each Phase including on-site and off-site utilities necessary for the Phase, and roads, transportation, and other facilities or physical improvements contemplated by the Concept Plan and Construction Documents. Developer shall advise the County in writing of any hearings regarding matters described in this section with sufficient advance notice to enable the County to attend such hearings.

ARTICLE IX. CLOSINGS

9.1 Continuing Relationships. The County and the Developer acknowledge that Mixed-Finance Proposals for the Rental Phases of Revitalization Phase II will contemplate and encompass certain long-term continuing relationships between the County and the Developer or Affiliates of the Developer following completion of construction of each Rental Phase that are integral to the realization of the goals of Revitalization Phase II and the Concept Plan and material inducements to the Developer's application for designation as the County's Development Partner and to the County's selection of Developer. The terms and conditions of such continuing relationships with respect to each Phase are to be more fully described and set forth in various Closing Documents which will be executed in connection with the respective Closings for each Phase.

9.2 Ownership of Rental Phases. The County and the Developer contemplate that the Developer or an Affiliate thereof will be sole or principal general partner of each Rental Phase Owner. All documents evidencing the membership of each Rental Phase Owner, its rights and obligations with regard to the managing and non-managing partners, including but not limited to the payment of development fees, guarantees, and pledges, and the financial wherewithal of the general partner or partners, shall be subject to the approval of the County and HUD. It is the mutual intent of the County and the Developer that the ownership and internal management and control arrangements of each Rental Phase Owner shall be structured in such a manner that neither the County nor any instrumentality of the County shall be deemed to exercise significant functions within the owner entity with respect to managing the development of the proposed units, within the meaning of 24 CFR 941.602(d)(2).

9.3 Property Management. With respect to each Rental Phase the initial property management agent engaged by the Rental Phase Owner will be McCormack Baron Ragan Management Services, Inc., an Affiliate of the Developer. The Management Agent shall be responsible to the Rental Phase Owner for management of each Rental Phase in accordance with the terms of the Management Agreement, the Regulatory and Operating Agreement, and other applicable requirements referenced therein, and in accordance with a Management Plan that is approved in writing by the Rental Phase Owner and the County prior to its implementation and may not be amended without the prior written approval of the Rental Phase Owner and the County. The Management Plan shall include methods for (a) selecting residents from among eligible applicants; and (b) criteria for continued occupancy. If the Management Agent materially violates, breaches or fails to comply with any provision of, or obligation under, the Management Agreement, the County shall have the option to require the Rental Phase Owner to terminate the management contract, and the appointment of the Management Agent thereunder, subject to the notice and opportunity for cure provisions, if any, provided for in the Management Agreement and as further provided in the Regulatory and Operating Agreement between the County and the Rental Phase Owner. The Management Agent shall receive an appropriate management fee under the Management Agreement in an amount not to exceed an amount allowable under the HUD Cost Guidelines. The County will continue to have asset management responsibilities related to the public housing units, with due recognition and regard to the primary asset management responsibility vested in the Rental Phase Owner. In its asset management role, the County will require that all housing units be managed in accordance with the applicable local, state and federal requirements, and the Management Agreement shall incorporate such standards and controls as are necessary to implement the County's asset management responsibilities and goals. The Management Agreement will contain appropriate provisions providing access by the County, HUD, the Comptroller General of the United States, and any of their authorized agents, to all books and records maintained by the Management Agent and/or its agents relating to each Rental Phase, its activities as Managing Agent for the Rental Phase, or otherwise as necessary in connection with any allocation of the costs, expenses, or income connected with the Rental Phase. Such books and records will be made available for review, excerpt, transcript, copying and audit at all reasonable times.

9.4 Admissions and Occupancy Policies Regarding Public Housing Units. The County and the Developer acknowledge that the goal of achieving long-term sustainability of each mixed-income Rental Phase as a mixed-income community will be enhanced by administrative procedures and terms and conditions of occupancy which reduce discernible distinctions in maintenance, operation and conditions of continued occupancy, between the Public Housing Units and the other units in the Rental Phase to the greatest extent feasible while assuring that the Public Housing Units are available for housing families who meet the occupancy objectives of the County. The selection of applicants for admission to and continued occupancy of rental units in each Rental Phase, including the Public Housing Units, shall be the function of the Rental Phase Owner. Admission to and continued occupancy of Public Housing Units shall be limited to persons or families eligible for public housing under the Act and HUD regulations, as limited further (with respect to Public Housing Units intended to qualify as low-income housing tax credit units), during the compliance period and any extended use period, by applicable restrictions under Section 42 of the Internal Revenue Code. Applicants for admission

to and continued occupancy of Public Housing Units in each Phase shall be selected in accordance with preferences adopted by the County and in accordance with the County's criteria for relocated occupants to occupy revitalized units, which shall be developed in consultation with the Developer or pertinent Rental Phase Owner and shall be consistent with Section 9.4.2 below. The Rental Phase Owner, subject to delegation to the Management Agent, shall carry out all administrative functions in connection with admission of applicants to occupancy of the Public Housing Units, including pre-application and application intake, applicant interview and screening, verification procedures, determination of eligibility for admission and qualification for preference, record maintenance, waiting list maintenance, unit assignment and execution of leases, all in accordance with criteria and procedures approved by the County. Assuming expiration as scheduled of the Adker Consent Decree, the County shall authorize the Rental Phase Owner to maintain a site-based waiting list for the public housing units and shall include in its annual plan, pursuant to Section 5A of the Act, a description of the site-based waiting list and admission procedures and policies applicable to the Public Housing Units in each Rental Phase, including preferences and selection criteria, which shall be developed in consultation with the Rental Phase Owner and shall be consistent with Sections 6 and 16 of the Act. The Developer acknowledges that notwithstanding expiration of the Adker Consent Decree, the historic volume of public housing applications to the County may require continuation of the County's current system of triennial open registrations and lottery-based organization of the waiting list. In such event, the County and the Developer will seek to incorporate procedures designed to secure the benefits of a fully-site-based waiting list to the maximum extent feasible. Screening criteria and procedures established by the Rental Phase Owner with respect to the Public Housing Units will, to the maximum extent permissible under Applicable Public Housing Requirements, be consistent with those utilized by the Rental Phase Owner and its Management Agent with respect to non-public housing units in the Rental Phase, and will likewise deviate from County-owned public housing to the extent such deviations are approved by the County and in accordance with Applicable Public Housing Requirements.

9.4.1 Preferences; Income Tiers. Subject to the priority rights of certain former Scott-Carver residents described in Section 9.4.2 below, each Rental Phase Owner will give preference for admission to occupancy of the Public Housing Units in accordance with the applicable system of preferences adopted or approved by the County, subject to applicable screening criteria established by the Rental Phase Owner and approved by the County as described in the Regulatory and Operating Agreement. The County and the Developer agree that the County Closing Documents (principally Regulatory and Operating Agreement and Management Plan) for each Rental Phase will prescribe an income-tiering system for the Public Housing Units. In no event, however, shall any such income-tiering system apply to deny or delay admission to the Public Housing Units of any former Scott-Carver resident family having a priority return right within priority groups 1 through 3 under the Return Policy, as described in Section 9.4.2. Within each income tier, the Rental Phase Owner will give preference for admission to occupancy of the Public Housing Units in accordance with the applicable system of preferences adopted or approved by the County, subject to appropriate screening criteria established by the Rental Phase Owner and approved by the County as described in the Regulatory and Operating Agreement. To the extent that an income tier is under-populated due to a lack of otherwise qualified applicants within such tier, the Rental Phase Owner may, at its discretion, select an otherwise qualified applicant or applicants in a lower tier, if available, or of

no such qualified applicant is available, an otherwise qualified applicant have a family income in the lower part of the income range of a higher tier. In no event shall the Rental Phase Owner be required to keep a unit vacant because there are not a sufficient number of otherwise qualified applicant families within an underpopulated income tier or a lower income tier.

9.4.2 Return Rights. The Concept Plan will further define the return rights of former residents of Scott-Carver. In accordance with the Return Policy, currently in place, former residents of Scott-Carver who resided in Scott-Carver as of September 16, 1999, and who meet the eligibility and priority criteria contained in the Return Policy, will have priority rights to admission to public housing units in Rental Phases of Revitalization Phase II in accordance with the County's Return Policy. The County will provide to each Rental Phase Owner, not later than one hundred twenty (120) days before the expected availability for occupancy of the first units in a Rental Phase, a list of families having a priority right to admission to Public Housing Units under the Return Policy, together with information indicating their order of rank under the Return Policy. A Rental Phase Owner shall not have any obligation or responsibility to consider any applications for priority consideration under the Return Policy other than families so identified to the Rental Phase Owner by the County, and in accordance with the information furnished to the Rental Phase Owner by the County. The parties acknowledge that consistent with the community involvement process set forth in Section 2.2 herein, they will in good faith consider amendments to the Return Policy currently in place in consultation with affected residents *provided, however*, that the Return Policy is subject to County approval and must be consistent with all federal requirements.

9.5 Operating Subsidy Regarding Public Housing Units. The County and each Rental Phase Owner shall enter into a Regulatory and Operating Agreement approved by HUD that provides, among other things, for a methodology acceptable to HUD for distribution of a portion of the operating subsidy received by the County that is attributable to the Public Housing Units in such Rental Phase to the Rental Phase Owner and binding assurances that the number of Public Housing Units and number of bedrooms specified in the Mixed Finance ACC Amendment will be maintained. Each Regulatory and Operating Agreement will contain the County's commitment to make payments of Development Operating Subsidy to the Rental Phase Owner of each Rental Phase in each calendar year in an amount equal to the lesser of (a) ninety-three percent (93%) of the aggregate amount of operating subsidy paid by HUD to the County for such period, on a project-level basis, for the public housing units contained in such Rental Phase (as generally contemplated on Form HUD-52723 (3/2008), Part E, line 04) and (b) the difference between estimated rental and other income attributable to the Public Housing Units, and estimated operating expenses (exclusive of debt service but including deposits to the replacement reserve and payments in lieu of real estate taxes) attributable to such units, as projected in operating budgets prepared and submitted by the respective Rental Phase Owners but subject to annual reconciliation based on actual results as reported in supplemental information accompanying annual audited financial statements, all as further detailed in the Regulatory and Operating Agreement. The Regulatory and Operating Agreement with respect to each Rental Phase will contain further negotiated provisions regarding levels and uses of reserves, including reserves to cover shortfalls of operating subsidy.

9.5.1 Mortgage Documents. The County shall enter into one or more mortgage loan agreements with each Rental Phase Owner providing for one or more loans of HOPE VI Grant Funds or other eligible HUD funds (including Replacement Housing Factor Funds), or of County Special Obligation Funds (subject to approval by the Board of County Commissioners), to be used in accordance with the requirements of the Mixed-Finance ACC Amendment applicable to a Rental Phase of Revitalization Phase II, which mortgage loans (subject to the County's consent) may be subordinate to other development loans made by private or other public lenders for uses in accordance with the Mixed-Finance ACC Amendment with respect to the applicable Rental Phase.

9.6 Participation in Net Available Cash Flow. The respective loan agreements between the County and each Rental Phase Owner shall contain provisions regarding the calculation, allocation and distribution of "Net Available Cash Flow," defined as an amount with respect to any fiscal period equal to "surplus cash" as of the end of such period, less reserves. As referenced in Section 9.5, the Regulatory and Operating Agreement for each Rental Phase will provide for deposit by the County of receipts from cash flow into County-established reserves to cover shortfalls of public housing operating subsidy, subject to reserve levels agreed to by the parties.

9.7 County Closing Documents. Upon the due performance by Developer of all its prior obligations with respect to a Phase, as set forth herein, Developer and/or the Rental Phase Owner, as appropriate, and the County will execute at Closing for such Phase such documents as shall be necessary and appropriate to the implementation of the Mixed-Finance Proposal with respect to such Phase, which shall collectively be known as "County Closing Documents" for such Phase. County Closing Documents shall conform to the requirements normally imposed by public entities in undertaking participation in projects similar to the Revitalization Phase II and shall be in form and content satisfactory to Developer, the County, the Developer's counsel, the County's counsel, the Investor, the Investor's counsel, other lenders' counsel, bond counsel, the purchasers and the underwriters of any bonds, HUD, and/or any other interested parties.

9.8 Survival and Approval. Once Closing has occurred for any Rental Phase, the County Closing Documents will govern the rights and remedies of the parties in regard to the subject matters specifically addressed in the County Closing Documents in question. The Developer will be required to obtain approval by the County, which will not be unreasonably withheld, for all County Closing Documents not prepared by the County.

ARTICLE X. CONSTRUCTION

10.1 General Contractor. The loan documents for each sub-phase between the County and the applicable Rental Phase Owner shall contain the County's requirements concerning the Developer's agreement with General Contractors. The agreement with the General Contractor for all phases and sub-phases shall be subject to County approval. With respect to the General Contractor, the Developer shall provide as follows:

10.1.1 Selection Process. For each Rental Phase of the Development, Developer intends to select a General Contractor not affiliated with the Developer pursuant to an open process

meeting the minimum requirements of Sections 5.4 and conducted in accordance with a procurement plan developed by the Developer and approved by the County. Prior to selection of a General Contractor, the Developer shall provide the Authority with the name of any proposed General Contractor or a list of proposed General Contractors, and the County may advise the Developer of any objections it may have with respect to any proposed General Contractor, which objections shall be reasonably considered by the Developer.

10.1.2 Construction Form. The general construction contract for each Rental Phase (a “Construction Contract”) shall be developed with review by and consultation with the County. Each Construction Contract shall be a cost, plus fixed-fee contract, subject to a guaranteed maximum price. All Construction Contracts shall provide for “open book” accounting reviews, and for all audit and cost certifications deemed appropriate by the County and HUD. The Construction Contract shall provide for assignment to the County in the event of default under the County Closing Documents and shall be consistent with any applicable requirements of HUD or the County. Prior to execution of any Construction Contract, the Developer shall submit a draft thereof to the County for its review and approval based on its compliance with this Agreement and Applicable Public Housing Requirements.

10.1.3 Section 3 Compliance. The Developer shall ensure that the General Contractor shall implement and each General Construction Document shall contain obligations with respect to Section 3 employment and contracting goals.

10.1.4 Insurance Provisions. Each Construction Contract shall require the General Contractor to provide, at a minimum: (a) insurance as provided hereunder; (b) performance and payment bonds satisfactory to all lenders, including the County and naming the County as an obligee thereunder; (c) a warranty of good title to materials, equipment and supplies incorporated in the work; (d) a warranty that the work performed under the Construction Contract conforms with the construction documents and is free of any defect in equipment, material or workmanship performed by the General Contractor or any subcontractor or supplier in any tier; and (e) a warranty that all material, equipment and supplies are new, of first quality and suitable for the purposes for which they are used. The warranties shall continue for a period of not less than one year from the date of final acceptance of the work.

10.2 Conduct of Work. The parties intend that the County Closing Documents shall contain obligations of the Developer or applicable Rental Phase Owner essentially as follows:

10.2.1 Performance in Accordance with Documents. Developer or the pertinent Rental Phase Owner shall cause all General Contractors to perform and complete their portion of the work in accordance with the Closing Documents and the applicable law and in accordance with plans and specifications prepared by the architects and approved by the County. Developer or the Rental Phase Owner shall make, or cause to be made, prompt payment of all monies owing to all persons, firms and corporations doing any work, furnishing any materials or supplies, or renting any equipment to Developer or the Rental Phase Owner or any of its contractors or subcontractors in connection with construction of the Development, subject to the timely provision of County Federal Grant Funds by the County and receipt of other project debt and equity funding in a timely manner.

10.2.2 Supervision of Work. Developer shall supervise the work and the progress thereof, coordinate the work, suggest changes in the work, and supply information as to costs and availability of materials and methods of construction in order, among other things, to reduce costs wherever the same may be practicable, consistent with the quality of the work presented in the Closing Documents, and to expedite completion of the work.

10.2.3 Competent Staffing. Developer agrees to furnish, or cause to be furnished, a competent staff for the proper administration, coordination and supervision of the Developer's or Rental Phase Owner's work. The Developer will open and maintain a local office in Miami staffed by a qualified project manager approved by the County. Developer agrees to attend and, if necessary, cause a qualified representative of the General Contractor to attend, meetings with the County and the Project Architect at such reasonable times and places as shall be agreed upon by the Developer and the County and to present reports on the progress of the work.

10.2.4 Provision of Adequate Security. Developer or the Rental Phase Owner shall be responsible for the General Contractor providing adequate security for the sites, including, without limitation, prevention of trespassing and dumping, and to provide and maintain secure fencing around the on-site components. Developer or the Rental Phase Owner shall handle and warehouse or otherwise provide appropriate storage for materials, supplies and equipment for permanent and temporary construction and handle all soil, gravel and similar materials for disposal thereof or for the regarding of the Development Site(s), as appropriate. Developer or the Rental Phase Owner shall have exclusive responsibility for construction methods, means, techniques and procedures and for the establishment of, and compliance with, safety procedures with respect to each Rental Phase; provided, however, that the County shall have the right to review and monitor any such methods, means, techniques or procedures, but shall have no responsibility for the same.

10.2.5 Inspection. Developer agrees that all construction work shall be inspected by the Project Architect and any lender's construction consultant (and if the County has a representative, at its option, by its representative) according to an inspection schedule that they shall reasonably devise. Any inspection by the County shall be solely for the benefit of the County. It shall not be deemed to be acceptance of all or any of the construction work, nor shall it be deemed to waive any right the County may have under this Agreement or any Closing Document, nor shall it be deemed to be involvement by the County in the affairs of Developer or Rental Phase Owner or to give the County such control over Developer or Rental Phase Owner that the County might be considered a joint venturer or partner with Developer or the Rental Phase Owner in the performance of the construction work.

10.2.6 Accounting Records. Developer is responsible for Rental Phase Owner keeping (and cause all General Contractors to keep) accurate books of account showing the costs incurred for the construction work. Such books and supporting data shall at all times be open for inspection by the County and its authorized representatives, and shall be retained and available for reference for a period of three (3) years after the Construction work has been completed (such obligation to survive the termination of this Agreement). The records shall be maintained at Developer's Miami office during the maintenance thereof and thereafter at Developer's St. Louis

office, and the County shall have reasonable access during normal business hours. Developer will make copies of such records available to the County upon reasonable notice and request.

10.2.7 Compliance with Governmental Approvals. Developer or the Rental Phase Owner shall cause the construction work to be performed in compliance with all governmental approvals or permits necessary for the construction of the Development, in a good and workmanlike manner, and with all promptness and dispatch consistent with good workmanship.

10.2.8 Developer Duties. Subject to the terms and conditions of this Agreement, (i) Developer shall contract, supervise and discharge the architects, engineers and the General Contractors; (ii) Developer shall prepare, negotiate and administer all agreements with the architects, engineers and the General Contractors; and (iii) the architects, engineers and the General Contractors shall be under the control and direction of Developer or the pertinent Rental Phase Owner.

10.2.9 Guarantee Completion Date. Developer or the Rental Phase Owner shall obtain from the General Contractor a guaranteed completion date for each Rental Phase (subject to force majeure), and a guarantee that, when completed in accordance with the Plans and Specifications, each Phase will be free of all defects in workmanship and materials for a period of not less than one (1) year following completion of such Phase.

10.2.10 Construction Completion Deadline. The Developer hereby agrees to guarantee completion of construction of each Phase within the time period provided in the applicable loan documents.

ARTICLE XI. HUD PROVISIONS

11.1 Transfer Not An Assignment. The County and Developer acknowledge that any transfer of County Federal Grant Funds by the County to the Developer shall not be or be deemed to be an assignment of grant funds, and the Developer shall not succeed to any rights or benefits of the County under the ACC, Mixed-Finance Amendment to the ACC, or any County Federal Grant Funds Document, or attain any privileges, interests or rights in or under the ACC, or Mixed-finance Amendment to the ACC.

11.2 No Relationship Created. Nothing contained in the ACC, any County Federal Grant Funds Document or this Agreement nor any act of HUD or the County shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HUD, except between HUD and the County as provided under the terms of the ACC, the HOPE VI Grant Agreement, or any other County Federal Grant Funds Document.

ARTICLE XII. INDEMNIFICATION

12.1 Indemnification. The Developer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers,

employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Developer or its employees, agents, servants, partners principals or subcontractors. The Developer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Developer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Developer fails to diligently defend such claims, and thereafter seek indemnity for costs from the Developer.

12.2 Survival. The indemnifications of the Developer in this Article XII shall survive the expiration or early termination of this Agreement.

ARTICLE XIII. INSURANCE

Upon the County's notification, the Developer shall, furnish to Miami-Dade Housing Agency, 1401 NW 7th Avenue, Miami, Florida 33145, Certificates of Insurance that indicate that insurance coverage has been obtained by the Developer (or the architects hired by the Developer in the case of the professional liability coverage set forth below) which meets the requirements as outlined below:

Design Stage

1. Worker's Compensation Insurance for all employees of the Developer as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, as well as \$2,000,000 aggregate and \$5,000,000 umbrella. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Miami-Dade Housing Agency, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000.

Construction Stage

In addition to the coverage required in the Design Stage and any coverage that may be required as a part of Closing documents, the following will be provided prior to occupation of the site:

Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than 100% of the replacement cost of the structures, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made. The policy shall be in the name of the Developer and Miami-Dade County ATIMA. Coverage shall remain in place until substantial completion of the construction.

Operational Stage

In addition to coverage required in the Design Stage No.s 1, 2 & 3 and as may be later determined in Closing documents, the following will be provided:

Property Insurance on an "All Risk" basis for 100% the replacement cost of the structures where the County owns title. Miami-Dade County shall be named as a loss payee on this policy.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

Certificates will indicate that no modification or material change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY CONTRACT TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Developer of this liability and obligation under this section or under any other section in this Agreement.

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after the County's notification to Developer to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Developer shall be notified of such deficiency in writing and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Developer fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after the County's notification to comply, the Developer shall be in default of the contractual terms and conditions and award of this Agreement will be rescinded, unless such time frame for submission has been extended by the County.

The Developer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Agreement, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Developer shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

ARTICLE XIV. TERMINATION.

14.1 Termination by the County for Default. Upon written notice from the County and the expiration of any cure rights set forth in this Section or Section 14.5 hereof, any of the following shall constitute an “Event of Default” by the Developer under this Agreement (subject, in any event, to a Force Majeure Event as defined in Section 14.2, including a determination that performance is infeasible due to the failure to occur of events or conditions described in Section 14.3):

14.1.1 Failure of Developer to complete any work within the time set forth in the Master Schedule, the Concept Plan, Predevelopment and Overhead Milestone and Payment Schedule, or in any schedule established by a controlling agreement which is not inconsistent with the Master Schedule, if such failure shall materially prejudice the obtaining of any necessary and material approval by a third party, including HUD, FHFC, or the County, or shall have a material adverse impact upon the timely completion of the Development, and such failure is attributable to acts or failure to act on the part of Developer.

14.1.2 Developer or an Affiliate becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

14.1.3 Unilateral withdrawal (other than pursuant to Section 14.3 hereof) by the Developer; or

14.1.4 Debarment, suspension, or other exclusion of the Developer, or any Affiliate thereof, from participation in any Federal or State program which shall exclude the Developer from qualifying for award of Federal, State or County assistance (including allocation of low-income housing tax credits) on which the Development is dependent; or

14.1.5 Implementation of any remedial or enforcement action by HUD pursuant to Article XVII of the HOPE VI Grant Agreement, if the default on which such action shall be based shall be an action or failure to act by the Developer; or

14.1.6 Failure of Developer or a Rental Phase Owner (if controlled by Developer) to enforce any material terms, provisions, conditions, covenants or agreements in the Construction Documents or project financing documents to be observed and/or performed on the part of the General Contractor or other contractors, if such failure materially and adversely affects the County's interest hereunder; or

14.1.7 Any action or omission by the Developer, a Rental Phase Owner or their third party contractors that (1) causes a default by the County under (i) the ACC, including all amendments thereto, or (ii) Capital Fund regulations, or (iii) the HOPE VI Grant Agreement, or (2) is the sole cause of or otherwise results in the revocation of a funding commitment from a third party funding source; or

14.1.8 Failure of the Developer or a Rental Phase Owner to make payment to a third-party contractor when due and funds have been received by the Developer or Rental Phase Owner (except for justified holdbacks, which will be promptly returned to the County);

14.1.9 Failure of Developer or a Rental Phase Owner or their third party contractors to obtain and maintain the insurance coverage required herein, or to enforce the insurance obligations described hereunder on third party contractors; or

14.1.10 Failure of Developer or a Rental Phase Owner to take appropriate efforts or use due diligence to ensure that third party contractors possess the requisite licenses necessary for work contracted to them; or

14.1.11 Material breach of or material failure to perform any term of this Agreement or any representation, warranties, covenants, or certifications made in this Agreement; or

14.1.12 Material default by a Rental Phase Owner under any project financing documents, and failure to cure such default within applicable time periods.

14.2 Events Beyond Control. Notwithstanding Section 14.1, this Agreement shall not be terminated for default if the delay in completing the work arises from the failure to occur of any Development Contingency (as defined in Section 14.3) or from unforeseeable causes beyond the reasonable control of the Developer (any such failure or other cause or event being referred to herein as a "Force Majeure Event"). Examples of such causes include (a) acts of God or the public enemy, (b) material acts or failure to act, or delays in action, of the County, HUD, or other governmental entity in either its sovereign or contractual capacity, (c) material acts or failure to act of another contractor (other than a contractor or subcontractor to the Developer or a Rental Phase Owner or either of their Affiliates or any General Contractors) in the performance of a contract with the County, (d) fires, (e) floods, (f) strikes or labor disputes, (g) freight embargoes, (h) unavailability of materials, (i) unusually severe weather, (j) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both the Developer and the subcontractors or suppliers, or (k) delay caused by litigation that is not between the County and the Developer.

14.3 Withdrawal for Infeasibility.

14.3.1 Development Contingencies. The County acknowledges that the Developer's ability to perform many responsibilities under this Agreement is substantially contingent upon actions by third parties over which Developer has limited or no control, or factual circumstances which could not reasonably have been determined as of the date of this Agreement ("Development Contingencies"). Such Development Contingencies include, but may not be limited to the following items as to which the Concept Plan and this Agreement reflect certain expectations of the parties:

- i. The award of tax credits or bond financing allocations in the amount projected as necessary for any Phase in budgets approved by both parties, and the preservation of such awards by the awarding agency through Closing in accordance with the Master Schedule;
- ii. The investment of equity at rates projected as necessary for any Phase in budgets approved by both parties, and consistent with national norms for affordable housing;
- iii. The making of private loans under terms and conditions, and in amounts, projected to be necessary for any Phase in budgets approved by both parties, and consistent with national norms for construction and permanent financing for affordable housing at the time of preparation of such budgets (e.g., non-recourse loans, reasonable debt service coverage and reserve requirements, and interest rates consistent with market terms at such time);
- iv. The provision of all projected assistance, including grants and loans, by the County in amounts projected to be necessary for any Phase in budgets approved by both parties and under terms and conditions consistent with project feasibility, and funding for the construction of Public Improvements meeting County requirements;
- v. The provision of additional assistance from public or private sources that may become necessary to close a financing "gap," whether projected at the date of this Agreement or caused by subsequent changed debt or equity market conditions or unanticipated material increases in construction costs in the market area;
- vi. The availability of adequate on-site locations for development of the full number of family rental units provided in the Concept Plan;
- vii. The successful elimination from the Development Sites within the Project Budget of Hazardous Materials;
- viii. The successful elimination or control of adverse geotechnical conditions;
- ix. The conveyance by the County of a leasehold interest in any Rental Phase Site to the Rental Phase Owner free and clear of any title defects, encumbrances or other restrictions that could materially interfere with the Revitalization Phase II;

- x. The receipt of all necessary government approvals and permits, including without limitation HUD's approval of all components of the revised Revitalization Plan, this Agreement, and any Mixed-Finance Proposal;
- xi. The continuation of law, regulations and policy at least as favorable to mixed-finance development in general, and to the Revitalization Phase II in particular, as they currently exist.

14.3.2 Failure of Development Contingency. If a Development Contingency fails to occur after all reasonable efforts by the Developer to cause it to occur in a manner generally consistent with the Concept Plan or Revitalization Plan and this Agreement, the parties will consider, in good faith, a revision of the Concept Plan or Revitalization Plan by extending deadlines, revising goals, or as otherwise agreed. If a Development Contingency described in Section 14.3.2 fails to occur due to causes beyond the control of the Developer and the parties cannot within 90 days agree to amend the Concept Plan or Revitalization Plan despite good faith efforts to do so, or cannot secure HUD approval of any amendment so agreed to within an additional 60 days, then the Developer or the County may opt to withdraw from this Agreement, by written notice delivered to the other party. If the Developer or the County withdraws pursuant to this Section, the parties shall have no further obligations to each other, except as provided in Section 14.3.3.

14.3.3 Effect of Withdrawal on Predevelopment Costs and Related Matters.

14.3.3.1 Termination for Convenience-Type Compensation Relating to Certain Contingencies. If the Developer's withdrawal is solely related to (a) the County's failure to timely convey a leasehold interest in a Rental Phase Site free and clear of any title defect that could interfere with the Revitalization as described in Section 14.3.1.ix. above, or (b) failure to correct or eliminate environmental or geotechnical conditions as described in Section 14.3.1. vii. or viii. above, the County shall compensate the Developer using the methodology described at Section 14.4.

14.3.3.2 County Reimbursement for 100% Predevelopment Costs and Forgiveness of Predevelopment Loans in Response to Certain Contingencies. If the Developer cannot secure all projected assistance, including grants, loans and land transfers, from the County or other governmental bodies as described at clause iv or vi at subsection 14.3.3.1 (2) the Developer or the County withdraws pursuant to this Section 14.3, the County shall (1) reimburse the Developer for 100% of the third party predevelopment costs incurred pursuant to this Agreement in connection with the Revitalization, less any predevelopment payment or advance made to the Developer, and (2) shall forgive repayment of any predevelopment payment or advance provided to the Developer for third-party costs or overhead. In the event of withdrawal pursuant to this subsection, the Developer shall assign and deliver to the County all third-party work products for which the Developer obtains reimbursement.

14.3.3.3 County Reimbursement for 75% Predevelopment Costs and Forgiveness of Predevelopment Loans in Response to Certain Contingencies. If the Developer or the County withdraws pursuant to this Section 14.3 due to the failure of the other

contingencies described at subsections 14.3.1., the County shall (a) reimburse the Developer for 75% of the third party predevelopment costs incurred pursuant to this Agreement in connection with the Development, less any predevelopment payment or advance made to the Developer, and (2) forgive repayment of any predevelopment payment or advance for third party costs provided to the Developer. No forgiveness shall be permitted for the recourse loans for overhead provided by the County to the Developer. In the event of withdrawal pursuant to this subsection, the Developer shall assign and deliver to the Authority all third-party work products for which the Developer obtains reimbursement.

14.4 Termination by County for Convenience. The County also reserves the right to terminate this Agreement at any time for the convenience of the County if the County shall determine in good faith that it is infeasible or contrary to the interests of the County to proceed with Revitalization Phase II. In the event of a termination for convenience under this Section 14.4 the County shall be liable to the Developer for reasonable and proper costs resulting from such termination which costs shall be paid to Developer within 30 days of receipt by the County of a properly presented claim setting out in detail: (i) the total cost of all third-party costs incurred to date of termination; (ii) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, or for settling other liabilities of Developer incurred in performance of its obligations hereunder; (iii) the cost of preserving and protecting the work already performed until the County or its assignee takes possession thereof or assumes responsibility therefor; (iv) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the County; and (v) fair compensation to Developer (including for documented overhead costs of the Developer not otherwise reimbursed) for all tasks performed to the date of termination, but with a setoff for sums previously paid by the County as Developer compensation, if any.

14.5 Notice. The County shall exercise its election to terminate this Agreement by delivering a notice thereof to the Developer specifying the nature (default or convenience) and the effective date of the termination and the extent to which performance of work under this Agreement is terminated. If the termination is stated to be for default, the notice thereof shall specify the nature of the claimed default and, if such default shall be reasonably subject to adequate cure, shall state (i) the actions required to be taken by the Developer to cure the default, and (ii) the reasonable time within which Developer shall respond with a showing that all required actions have been taken, provided that the Developer shall have such additional time as is reasonably necessary to cure such default so long as the Developer has diligently commenced and is proceeding in a reasonable and diligent matter toward curing such default. During any cure period so provided, the Developer shall proceed diligently with performance of any work required by this Agreement which is not the subject of the claimed default. Following expiration of the stated cure period, the County may deliver a second notice stating either that the default has been adequately cured or that the Agreement is terminated. If the termination is stated to be for convenience, the notice thereof shall specify in reasonable detail the basis of the County's good faith determination that continuation of the Revitalization Agreement is infeasible or contrary to the interests of the County. If the County terminates this Agreement for convenience in part, and the Developer deems the performance of the remaining part infeasible in its sole judgment and discretion, then the Developer shall so inform the County and the prior notice of

termination for convenience will be deemed withdrawn unless the County within ten days shall deliver a notice of termination for convenience as to the entire remaining portion.

14.6 Action Upon Notice; Work Product. If the termination is stated to be for convenience or for a default which is not reasonably subject to adequate cure, the Developer upon receipt of such notice shall (i) immediately discontinue all services affected (unless the notice directs otherwise), (ii) deliver to the County all information, reports, papers, and other materials accumulated or generated in performing under this Agreement, whether completed or in process, and (iii) deliver to the County a status report of all work completed and all work in progress under this Agreement. Each contract or subcontract between Developer or a Developer Affiliate and any non-related third party for work related to Revitalization Phase II and/or the Concept Plan (including, without limitation, any architect, engineer, or construction contractor or subcontractor) shall permit Developer or such Developer Affiliate, in the event of termination of this Agreement by the County for default or for convenience, to assign all work product thereunder to the County for purposes of completing, using and maintaining Revitalization Phase II and to terminate such contract without compensation except for work performed and unpaid.

14.7 Contest. If the parties are unable to resolve any dispute between themselves, each will in good faith consider (without obligation) the appropriateness of mediation, or other alternative dispute resolution mechanism, prior to invoking unilateral remedies (except as necessary to avoid imminent loss or harm to self or others) or seeking judicial resolution. However, while the foregoing provision reflects merely the intention of both parties, in no event will such provision be enforceable nor will a breach of this provision be actionable.

14.8 Inapplicability to Closed Phases. This Article 14 shall have no effect on any Component or Phase which has gone to Closing (the sole rights and remedies of the parties in such event being those provided under the Closing Documents relating to such Component or Phase).

ARTICLE XV. NON-DISCRIMINATION AND OTHER FEDERAL AND COUNTY REQUIREMENTS

15.1 Certain Federal Requirements. Each Rental Phase Owner will comply with all applicable requirements of the following, as the same may be amended from time to time:

15.1.1 The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; and the fair housing poster regulations, 24 CFR Part 110, as well as Florida Fair Housing Act, as amended, Section 760.28 *et seq*, Fla Stat, and Chapter 11A of the Code of Miami-Dade County.

15.1.2 Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to nondiscrimination in housing, 24 CFR Part 1.

15.1.3 Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146.

15.1.4 Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8; the Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36.

15.1.5 Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and its implementing regulations at 24 CFR Part 135.

15.1.6 Section 102 of the Department of Housing and Urban Development Reform Act of 1989, as implemented at 24 CFR Part 12, which contains provisions designed to ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD.

15.1.7 Title 24 of the Code of Federal Regulations, Part 24, which applies to the employment, engagement of services, awarding of contracts, subgrants, or funding of any recipients, or contractors or subcontractors, during any period of debarment, suspension, or placement in ineligibility status.

15.1.8 Executive Order 11246 of September 24, 1965 entitled, "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by Federal grantees and their contractors or subcontractors.)

15.1.9 Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations at 29 CFR part 3. (All contracts and subgrants for construction or repair.)

15.1.10 Davis-Bacon Act (40 U.S.C. 276a to 276a-7), as supplemented by Department of Labor regulations at 29 CFR part 5, and HUD regulations at 24 CFR 941.610(a)(8)(vi) (or successor provisions).

15.1.11 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations at 29 CFR part 5.

15.1.12 Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

15.1.13 Section 1352 of Title 31 of the United States Code, which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, loan, or cooperative agreement. The Developer further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLQ) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds.

15.1.14 Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations at 40 CFR Part 15, including all applicable standards, orders or requirements issued in connection with any of the foregoing authorities.

15.2 Subgrantee/Subcontractor Certification. Developer and each Owner Partnership will execute, and will require its Contractors and subcontractors to execute where applicable, the Subgrantee/Subcontractor Assurance and Certification form attached hereto as Exhibit J.

15.3 Access to Records.

15.3.1 Recordkeeping. Without limitation on any other provision of this Agreement, the Developer shall maintain all records concerning the Development to substantiate compliance with the requirements set forth in the Scope Of Services for three (3) years subsequent to the expiration date of this Agreement, unless a longer period is required under 24 C.F.R. § 85.42. The Developer shall maintain records required by 24 C.F.R. part 135 for the period that HUD requires such records to be maintained. The Developer will give the County, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their authorized representatives, access to and the right to examine, copy, or otherwise reproduce all records pertaining to the Development, operation or management of the Development. The right to such access shall continue as long as the records are retained, even if such period exceeds the mandatory three-year retention period.

The Developer agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

15.3.2 Access. Developer agrees to grant a right of access to the County, HUD, any agency providing funds to Authority, the Comptroller General of the United States, and any of their authorized representatives, with respect to any books, documents, papers, or other records pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts.

15.3.3 Audit. The County, HUD, any agency providing funds to the County, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right to perform any audit of Developer's finances and records related to its performance under this Agreement, including without limitation, the financial arrangement with anyone Developer may delegate to discharge any part of its obligations under this Agreement.

Pursuant to County Ordinance No. 03-2, the Developer will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Developer agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Pursuant to Section 2-481 of Miami-Dade County, the Commission Auditor shall have access to all of Developer's financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Developer agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

15.3.4 Interest of Members of Congress. No Member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

15.4 Interest of Member, Officer, or Employee and Former Member, Officer, or Employee of the County . No member, officer, or employee of the County, no member of the governing body of the County, no member of the governing body by which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to Revitalization Phase II, shall, during his or her tenure, or for two year thereafter or such longer time as the County's Code of Ethics may reasonably require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived by the County and by HUD.

15.5 Certain County Requirements. The Developer agrees to comply, subject to applicable professional standards, with all applicable requirements of the following, as the same may be amended from time to time:

15.5.1 Miami-Dade County Department of Small Business Development Participation Provisions, as applicable to this Contract.

15.5.2 Miami-Dade County Code, Chapter 11A. All Developers and Subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without consideration of race, religion, color, age, sex, national origin, sexual orientation, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade County Equal Opportunity, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

15.5.3 Conflicts of Interest" Section 2-11 of the Code of Miami-Dade County, and Ordinance 01-199. The Developer represents that:

a) No officer, director, employee, agent, or other consultant of the Agency or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Developer in this

Agreement. This Agreement is entered into by the Developer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Miami-Dade County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- 1) is interested on behalf of or through the Developer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- 2) is an employee, agent, advisor, or consultant to the Developer or to the best of the Developer's knowledge any subcontractor or supplier to the Developer.
- 3) Neither the Developer nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Developer shall have an interest which is in conflict with the Developer's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Developer provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

c) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

d) In the event Developer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Developer shall promptly bring such information to the attention of the County's Project Manager. Developer shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Developer receives from the Project Manager in regard to remedying the situation.

15.5.4 Miami-Dade County Code Section 10-38 "Debarment".

15.5.5 Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the Agency's Domestic Leave Ordinance.

15.5.6 Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Developer shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Developer, constitute a

violation of any law or regulation to which Developer is subject, including but not limited to laws and regulations requiring that Developer conduct its operations in a safe and sound manner.

15.6 Vendor Registration. The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- 1) **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
- 2) **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8-1(d)(2) of the County Code)
- 3) **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
- 4) **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
- 5) **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
- 6) **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
- 7) **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
- 8) **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
- 9) **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
- 10) **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
- 11) **Subcontracting Practices**
(Ordinance 97-35)
- 12) **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
- 13) **Environmentally Acceptable Packaging**
(Resolution R-738-92)
- 14) **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
- 15) **FEIN Number or Social Security Number**

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records

If to HUD: U.S. Department of Housing and Urban Development
Office of Public Housing Investments
451 Seventh Street, S.W., Fourth Floor
Washington, D.C. 20410
Attention: Deputy Assistant Secretary

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, telecopy transmission, delivery to overnight courier or express delivery service, or deposit in the United States Mail, return receipt requested, and shall be deemed to have been received (i) in the case of personal or local courier delivery, on the date of such delivery, (ii) in the case of telecopy, upon actual receipt, (iii) in the case of delivery by overnight courier or express delivery service, on the date following dispatch, and (iv) in the case of mailing, on the date specified in the return receipt.

16.2 Representatives. To facilitate communication, the parties to this Agreement shall designate a representative with responsibility for the routine administration of each party's obligations under this Agreement. The parties initially appoint the following as representatives:

The County: Jose A. Rodriguez, HOPE VI Administrator

Developer: Vincent R. Bennett

16.3 Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary for the consummation of the transaction contemplated by this Agreement.

16.4 Assignment. This Agreement shall not be assignable by the Developer, except upon written consent of the County.

16.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument.

16.6 Interpretation and Governing Law. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida. Any action or proceeding arising hereunder shall be brought in the court of competent jurisdiction in Miami-Dade County, Florida.

16.7 Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

16.8 Final Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the

parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives

16.9 Developer Employees and Liabilities. Persons engaged or employed by the Developer as employees, agents, or independent contractors shall be engaged or employed by the Developer and not by the County. The Developer alone is responsible for their work, direction, compensation and personal conduct. Nothing included in any provision of this Agreement shall impose any liability or duty upon the County to persons, firms, or other entities employed or engaged by the Developer in any capacity whatsoever, or make the County liable to any such persons, firms, or other entities, or to any government, for the acts, omissions, liabilities, obligations, and taxes, of whatsoever nature, of the Developer or of its employees, agents, or independent contractors. The Developer shall resist and defend all suits by attorneys reasonably satisfactory to the County and shall pay all judgments, costs, expenses, and fees related thereto. The Developer's obligations under this Section 16.9 shall survive any termination of this Agreement.

16.10 Waivers. The failure of either party to insist in any one or more cases upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by that party.

16.11 Successors. Subject to Section 16.4, this Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns.

16.12 Certain Approvals. Unless otherwise expressly stated, all approvals or consents required of either party hereunder shall not be unreasonably withheld, conditioned or delayed, and shall be in writing. If the Developer controls a Rental Phase Owner, either directly or indirectly, the Developer shall ensure that any consents or approvals of the Rental Phase Owner shall not be unreasonably withheld, conditioned or delayed.

16.13 The Developer's Warranty of Good Standing. The Developer represents and warrants to the County that the Developer is a duly organized, validly existing corporation and is in good standing under the laws of Missouri and qualified to do business in the State of Florida.

16.14 No Third Party Rights. The responsibilities and obligations of each party hereto (i.e., the County and the Developer) are solely between such parties, and the benefits and liabilities imposed upon each party by the other are solely for the benefit of such parties. Accordingly, no third party (i.e., any party other than those specifically mentioned in the foregoing parenthetical) shall have any rights of a third-party beneficiary, either directly or indirectly, or express or by implication, hereunder.

16.15 Cumulative Rights. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

16.16 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Developer shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Developer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Developer, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Developer in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Developer or any third party.

16.17 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Agreement shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Developer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County's contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing

projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Developer, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Developer from the Inspector General or IPSIG retained by the Inspector General, the Developer shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Developer's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement by their duly authorized signatories on or as of the date first written above.

MIAMI-DADE COUNTY

By: _____
Name:
Title:
Date:

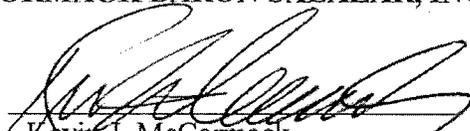
Attest: _____
Clerk of the Board

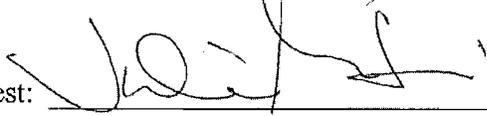
Approved as to form
and legal sufficiency

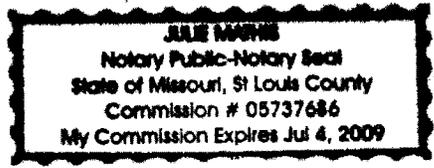
Assistant County Attorney

DEVELOPER

McCORMACK BARON SALAZAR, INC.

By: 
Kevin J. McCormack
President

Attest: 
Corporate Secretary/Notary Public



Corporate Seal/Notary Seal

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ACKNOWLEDGMENT AND CONSENT

Reliance Housing Foundation, Inc., a Florida nonprofit corporation designated as Co-Developer in the Developer Response to RFQ (as defined in the foregoing Agreement), hereby acknowledges and consents to the engagement of McCormack Baron Salazar, Inc., pursuant to the foregoing Agreement and to the terms and conditions thereof and consents to being a Subcontractor as defined herein.

RELIANCE HOUSNG FOUNDATION, INC.

By: *Robert O. Jackson*
Robert O. Jackson
President

Attest: *J. Bayle*
Corporate Secretary/Notary Public

STATE OF FLORIDA
COUNTY OF BROWARD
Subscribed and sworn before me this 4th
day of November 2008.
 Personally Known
 Produced Identification

Corporate Seal/Notary Seal



Exhibit A

Scott-Carver Sites

Sector I of Scott Homes:

Sector II of Scott Homes: Bounded by Florida East Cost (F.E.C.) railroad on the north, NW23 Court on the west, NW 71 Street on the south, and NW 22 Ave. on the east.

Sector III of Scott Homes: Bounded by F.E.C. railroad on the south, NW 24 Ave. on the west, NW 75th Street on the north, and NW 23 Ave. on the east. Approx. 9.75 acres.

Sector IIIA of Scott Homes: Bounded by F.E.C. railroad on the south, NW 23 Ave. on the west, NW 75th Street on the north, and NW 22 Ave. on the east. This sector is comprised of scattered parcels. Note: existing public housing single-family homes contained in this Sector IIIA "are not included in this scope of work, but will be considered for the concept plan."

Sector IV of Scott Homes: Bounded by F.E.C. railroad on the south, NW 22 Ave. on the west, NW 75th Street on the north, and NW 21 Ave. on the east. Approx. 10.4 acres.

Carver Homes: Bounded by NW 21 Ave. on the west, NW 74 Street on the north, NW 19 Ave. on the east, and F.E.C. railroad on the south. Approx. 9.2 acres.

Exhibit B

Definitions

“ACC” shall mean The Consolidated Annual Contributions Contract between HUD and the County dated as of February 2, 1996, as amended by the Mixed Finance ACC Amendment, as the same may be further amended from time to time.

“Act” shall mean the United States Housing Act of 1937 (42 U.S.C. § 1437, *et seq.*), as amended from time to time, and any successor legislation.

“Additional Services” shall mean any services to be provided by Developer at the request of MDHA as provided in Section 3.3 hereof, and which are not Developer Services.

“Adker Consent Decree” means a Consent Decree entered in a class action suit titled *Adker v. United States Department of Housing and Urban Development and Miami-Dade County*, Case No. 87-0874-CIV (S.D. Fla. June 6, 1998).

“Affiliate” shall mean, with respect to the Developer, (1) any entity which has the power to direct the Developer’s management and operation, or any entity whose management and operation is controlled by the Developer; or (2) any entity in which an entity described in (1) has a controlling interest; or (3) any entity a majority of whose voting equity is owned by the Developer; or (4) any entity in which or with which the Developer, its successors or permitted assigns, is merged or consolidated, in accordance with applicable statutory provisions for merger or consolidation, so long as the liabilities of the entities participating in such merger or consolidation are assumed by the entity surviving such merger or created by such consolidation. Nothing in this definition is intended to permit or otherwise authorize the Developer to, in fact, merge or consolidate with any other entity without the prior written approval of the County.

“Agreement” shall mean this Agreement (including all Exhibits attached hereto and made a part hereof, which by this reference, are incorporated herein).

“Applicable Public Housing Requirements” shall mean the Act, HUD regulations thereunder (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), and all other Federal statutory, executive order, and regulatory requirements applicable to public housing, as such requirements now exist or as they may be amended from time to time; the ACC, including any Mixed-Finance ACC Amendment applicable to a Rental Phase; the HUD-approved Declaration of Restrictive Covenants in favor of HUD with respect to a Rental Phase; and any Regulatory and Operating Agreement, as applicable to the Public Housing Units during the term thereof or the period required by law.

“Capital Fund Program” means any and all programs authorized by Section 9(d)(1) of the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*), as that provision may be further amended or superseded by subsequent legislation, including any predecessor or successor program to the programs currently established pursuant to such authority, for providing grants to

the County for the purposes of carrying out capital and management improvement activities, including, among other things, modernizing public housing units and buildings owned and/or operated by the County, financing, vacancy reduction, demolition and replacement, resident relocation, homeownership activities, improving the empowerment, self-sufficiency, security and safety of public housing residents, and addressing deferred maintenance needs at public housing developments.

“Clean and Buildable Condition” shall have the meaning described in Section 7.6.2.

“Cleanup Standards” shall mean the generic numerical standards for Hazardous Materials in soil, ground water, surface water and sediments applicable to residential use as determined by DERM under Chapter 376 of the Florida Statutes, Chapter 62 of the Florida Administrative Code, and Chapter 24 of the Code of Miami-Dade County. With respect to Buried Materials (as defined hereinafter), the term shall include the removal of such objects or containers from the ground.

“Closing” shall mean, with regard to any Rental Phase, the financial closing for such Rental Phase. The Closing for a Rental Phase shall be the initial construction loan closing, concurrently or prior to which the County and the pertinent Rental Phase Owner shall have entered into a long-term ground lease of the Rental Phase Site on which such Rental Phase shall be constructed.

“Closing Documents” shall mean all those documents executed at a Closing and/or establishing all the Developer’s or Rental Phase Owner’s obligations with respect to a Component, including without limitation the County Closing Documents, all documents executed in connection with a mortgage loan permitted under Authority Closing Documents, all documents required by Applicable Public Housing Requirements, and all documents executed in connection with the establishment and operation of the Rental Phase Owner.

“Community Team” shall have the meaning described in Section 2.2.

“Completion”, in the County Closing Documents and any contract with a General Contractor shall mean upon the issuance of a certificate of substantial completion by the Project Architect, completion of all punch-list items, issuance of a Certificate of Occupancy from the County Building Department, submittal of final releases from sub-contractors and suppliers, and all equipment and building component manuals/warranties.

“Component” shall mean generally a separately definable activity, including but not limited to physical redevelopment activities, included within the intended scope of the revitalization. For example, the Human Capital Plan is a separate Component.

“Concept Plan” shall have the meaning ascribed in Section 2.3.

“Construction Contract” shall have the meaning described in Section 10.1.2.

“County” shall mean Miami-Dade County, a political subdivision of the State of Florida. While in many contexts the County will carry out its obligations hereunder through MDHA, a

department of the County, references to the County herein are not intended to be limited to actions or responsibilities within the administrative jurisdiction of MDHA.

“County Federal Grant Funds” shall mean any and all federal grant funds provided for the Revitalization Phase II by the County under the Capital Fund Program or any other program governed by HUD, but shall not include operating subsidy for the Public Housing Units.

“County Federal Grant Funds Documents” shall mean any and all documents governing the County Federal Grant Funds.

“County RFQ” shall mean the County's Request for Qualifications for HOPE VI Redevelopment Project at the Scott/Carver Sites, RFQ No. 8345, including any addenda thereto.

“County Special Obligation Bonds proceeds” shall mean proceeds of the County’s Capital Asset Special Obligations Bonds, Series 2007, allocated to the Scott-Carver HOPE VI revitalization. Of \$16,341,000 proceeds originally allocated to the Scott-Carver HOPE VI project, \$2,600,000 were authorized in May 2007 for expenditure for demolition, site preparation and infrastructure improvements theretofore incurred.

“DERM” means the Department of Environmental Resource Management, a department of the County.

“Developer Fee” shall have the meaning described in Section 3.2.

“Developer Response to RFQ” shall mean the response to the County RFQ submitted by MBS, as Proposer.

“Developer Services” shall mean the services and activities to be performed by Developer hereunder in its capacity as such as described in Section 3.1 and for which the Developer’s compensation for overhead and profit is intended to be its developer fees, as more fully described in Section 3.2. “Developer Services” do not include “Additional Services,” if any.

“Development Contingency” shall have the meaning ascribed in Section 14.3.

“Development Team Member” shall mean an entity designated as such in the Developer Response to RFQ.

“Environmental Condition” means (a) the presence of Hazardous Materials in structures or in soil, soil gas, ground water, surface water or sediment on, in, under or emanating from or to a Rental Phase Site (i) at concentrations or levels exceeding the environmental guidelines applicable for the intended use of the property promulgated or enforced by any regulatory agency having jurisdiction (including standards of the Risk Based Corrective Action Program (RBCA) of the Miami-Dade Department of Environmental Resource Management (“DERM”), or any guidelines enforced by HUD), (b) underground or buried tanks, drums, debris or other materials, waste or containers incompatible with the contemplated development of a Rental Phase under the Construction Documents (“Buried Materials”), and (c) any other condition that violates Environmental Law.

“Environmental Law” means any present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (“TOSCA”); the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called “Superfund” or “Superlien” law; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. (“OSHA”); Chapter 376 of the Florida Statutes, Chapter 62 of the Florida Administrative Code, and Chapter 24 of the Code of Miami-Dade County, as each is from time to time amended and hereafter in effect.

“Event of Default” shall have the meaning ascribed in Section 14.1.

“FHFC” shall mean the Florida Housing Finance Corporation.

“Force Majeure Event” shall have the meaning described in Section 14.2

“General Contractor” or “GC” shall mean an unrelated party chosen by the Developer (subject to the terms of this Agreement) to oversee the construction of a Rental Phase under a general construction contract or construction management agreement. No party shall be deemed “related” to the Developer solely by virtue of having contracted with the Developer in the past to perform work or provide materials on other projects.

“Hazardous Materials” shall be interpreted broadly to include, but not be limited to, any hazardous, toxic or dangerous substance, waste or material which is or may become regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or clean up, including without limitation: (a) “hazardous substances” as defined by CERCLA; (b) “hazardous wastes,” as defined by RCRA; (c) any hazardous, dangerous or toxic chemical, waste, pollutant, contaminant or substance (“pollutant”) within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant; (d) petroleum crude oil or fraction thereof; (e) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq. and amendments thereto and reauthorizations thereof; (f) asbestos-containing materials in any form or condition; or (g) polychlorinated biphenyls in any form or condition.

“HUD” shall mean the U.S. Department of Housing and Urban Development.

HUD and County Disbursement Regulations shall mean, (a) in the case of HUD regulations 24 CFR Part 941 Subpart F, 24 CFR Part 85, OMB Circulars, and applicable Handbooks and HUD Notices and (b) in the case of the County all documentation required by the County’s Finance department to substantiate a claim for payment by the Developer.

“HUD Cost Guidelines” means the Cost Control and Safe Harbor Standards for Rental Mixed-Finance Development issued by HUD, as revised April 9, 2003.

“Human Capital Plan” shall have the meaning ascribed in Section 2.4.

“Investor” shall mean such investor member of a Rental Phase Owner as shall be selected by Developer.

“Management Agent” shall mean the property management agent selected by a Rental Phase Owner for a Rental Phase, as described in Section 9.3.

“Management Agreement” shall mean the management agreement between a Rental Phase Owner and the Management Agent, as described in Section 9.3.

“Management Plan” shall have the meaning ascribed in Section 9.3.

“Master Schedule” shall have the meaning ascribed in Section 5.1.1.

“MDHFA” shall mean the Miami-Dade Housing Finance Authority.

“MDHA” means the Miami-Dade Housing Agency, a department of the County.

“Mixed-Finance Amendment to the ACC” shall mean an amendment to the ACC, authorizing development of a mixed-finance public housing development on any portion of Scott-Carver Sites.

“Mixed-Finance Proposal” shall mean a proposal developed in accordance with 24 C.F.R. 941, Subpart F, or successor regulation.

“Phase” or “Sub-Phase” shall mean generally a separately financed portion of the physical redevelopment activities included in Revitalization Phase II.

“Project Architect” means KAI Design and Build, Inc., a Development Team Member identified in the Developer Response to RFQ.

“Private Infrastructure” consists of all paving, drainage and utilities constructed for private development use and located outside a dedicated ROW.

“Public Infrastructure” shall be defined to be a dedicated right-of-way (ROW) and all paving, drainage and utilities constructed for the public use located within the ROW. A public ROW is dedicated to the Public Works Department (PWD), with paving and drainage built to PWD standards.

“Regulatory and Operating Agreement” shall mean a Regulatory and Operating Agreement between the County and a Rental Phase Owner.

“Rental Phase” shall mean a Phase consisting of rental housing.

“Rental Phase Owner” means a limited partnership having a leasehold interest in a Rental Phase Site, as described in Section 7.6.

“Rental Phase Site” shall mean the real estate on which any Rental Phase is proposed to be constructed.

“Replacement Housing Factor Funds” shall mean Capital Fund Program funds awarded to the County by HUD, pursuant to 24 CFR 905.10(i), for replacement of units demolished or disposed of.

“Return Policy” shall mean MHDA’s “Return Policy - Scott/Carver Homes HOPE VI Initiative,” Rev. 09/05, as may be amended from time to time.

“Revitalization Phase I,” “Revitalization Phase II,” “Revitalization Phase III,” and “Revitalization Phase IV” shall have the respective meanings ascribed thereto in Section 2.6 herein. The use of such terms does not exclude the possibility that, as the Concept Plan and Revitalization Plan evolve, a single Revitalization Phase may be developed in two or more separately financed sub-phases, each of which will be a separate Rental Phase.

“Revitalization Plan” shall mean the HOPE VI Revitalization Plan as defined in Article II of the HOPE VI Grant Agreement, consisting of the components listed therein as approved by HUD, as the same may exist and be amended, modified or supplemented from time to time.

“Human Capital Plan” shall have the meaning ascribed in Section 2.4.

“Scott Homes Sector I,” “Scott Homes Sector II,” “Scott Homes Sector III,” “Scott Homes Sector IIIA,” and “Scott Homes Sector IV,” shall mean the respective portions of the Scott Homes Site described as such in Exhibit A.

“Section 3” shall have the meaning described in Section 2.5.

“Site Preparation Work” shall have the meaning ascribed in Section 7.4.

“U S” shall mean Urban Strategies, Inc., a nonprofit corporation and a Development Team Member identified in the Developer Response to RFQ.

“Voluntary Compliance Agreement” shall mean that agreement identified in Exhibit F to this Agreement.

EXHIBIT C

PART A USES:

Task	Firm	Concept Planning	Pre-Development (Phase IIA)	Pre-Development (Phase IIB)	Pre-Development (Phase IIC)	TOTAL (All Phases)
Architecture^A						
Master Planning & Urban Design	Torti Gallas & Associates	\$ 275,000	\$ 55,000	\$ -	\$ -	\$ 330,000
Onsite Housing (incl. reimbursables)	KAT ¹	\$ -	\$ 1,320,000	\$ 550,000	\$ 650,000	\$ 2,520,000
Subtotal		\$ 275,000	\$ 1,375,000	\$ 550,000	\$ 650,000	\$ 2,850,000
Engineering^A						
Survey	Tetra Tech, Inc.,	\$ 40,000	\$ 88,000	\$ 44,000	\$ 40,000	\$ 212,000
Environmental Phase I & Phase II	Milian Swain & Associates ¹	\$ 50,000	\$ 55,000	\$ 55,000	\$ 50,000	\$ 210,000
Geotechnical	LaQuatra Bonci & Others (TBD)	\$ 30,000	\$ 22,000	\$ -	\$ 12,500	\$ 64,500
Traffic Study		\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
Landscape		\$ 15,000	\$ 16,500	\$ 16,500	\$ 15,000	\$ 63,000
Infrastructure / Underground		\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
Arboret Report		\$ 5,000	\$ 11,000	\$ -	\$ -	\$ 16,000
Wetland Study		\$ 10,000	\$ 4,400	\$ -	\$ -	\$ 14,400
Subtotal		\$ 215,000	\$ 196,900	\$ 115,500	\$ 117,500	\$ 644,900
Cost Estimating^A	US Cost	\$ 35,000	\$ 11,000	\$ -	\$ 15,000	\$ 61,000
Market Analysis[*]	Fishkind Associates	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ 30,000
MBE/WBE/DBE/Section 3 Consulting^A						
Other Professional / Consultants ^A		\$ -	\$ 33,000	\$ -	\$ 30,000	\$ 63,000
Legal Zoning Entitlements^B						
Legal Zoning Entitlements ^B	Akeman Senterfit Consulting Group of South Florida ²	\$ 40,000	\$ 86,000	\$ -	\$ 30,000	\$ 156,000
Team Travel & Miscellaneous^B						
Team Travel & Miscellaneous ^B		\$ 75,000	\$ 122,500	\$ -	\$ 70,000	\$ 267,500
Local Office Expenses^C						
Local Office Expenses ^C		\$ 61,000	\$ 184,000	\$ 50,000	\$ 91,000	\$ 386,000
3rd Party Contingency		\$ 25,000	\$ 75,000	\$ -	\$ 60,000	\$ 160,000
Community Engagement^A	Urban Strategies ³ Reliance Housing Foundation ³	\$ 316,000	\$ 773,500	\$ -	\$ 391,000	\$ 1,480,500
Developer Overhead^B	McCormack Baron Salazar Reliance Housing Foundation ³	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 1,082,000	\$ 3,274,400	\$ 770,500	\$ 1,759,500	\$ 6,886,400

PART A SOURCES:

HOPE VI FUNDS (NON-RECOURSE)	75% of 3rd Party Expenses 100% of Developer Overhead (first five months)	\$ 574,500	\$ 1,875,675	\$ 577,875	\$ 1,026,375	\$ 4,054,425
COUNTY FUNDS (NON-HOPE VI) (NON-RECOURSE)	25% of 3rd Party Expenses	\$ 191,500	\$ 625,225	\$ 192,625	\$ 342,125	\$ 1,351,475
HOPE VI FUNDS (RECOURSE)	100% of Developer Overhead (after first five months, up to 15% of total fee)	\$ -	\$ 773,500	\$ -	\$ 391,000	\$ 1,164,500
TOTAL		\$ 1,082,000	\$ 3,274,400	\$ 770,500	\$ 1,759,500	\$ 6,886,400

PART B USES:

Task	Firm	Concept Planning	Pre-Development (Phase IIA)	Pre-Development (Phase IIB)	Pre-Development (Phase IIC)	TOTAL (All Phases)
Community and Supportive Services	Urban Strategies ³	\$ 25,000	\$ 68,000	\$ -	\$ 60,000	\$ 153,000
Public Infrastructure / Improvements		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 25,000	\$ 68,000	\$ -	\$ 60,000	\$ 153,000

PART B SOURCES:

Community and Supportive Services	Foundations / Non-HOPE VI	\$ 25,000	\$ 68,000	\$ -	\$ 60,000	\$ 153,000
Public Infrastructure / Other ASAs	County Funds / Non-HOPE VI	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 25,000	\$ 68,000	\$ -	\$ 60,000	\$ 153,000

KEY

- ¹ MBE Firm
- ² WBE Firm
- ³ Non-Profit Firm

*Preliminary 3rd Party Estimates . All third party estimates are subject to receipt of proposals

**Developer Overhead for Phase IIC dependent on LIHTC applications and adjustments to the schedule made accordingly

³3rd Party Costs and Community Engagement have been increased by 10% to account for extended Public Approval Process

⁴Overhead, Team Travel and Legal | Zoning | Entitlements have been adjusted to include 75% of costs for 7 month extension of Public Approval Process

⁵Local Office costs include all 14 months of Phase IIA and IIB Predevelopment.

Exhibit D: Concept Plan, Predevelopment and Overhead Milestone and Payout Schedule

Exhibit D

<u>MILESTONE/ DELIVERABLE</u>	<u>Estimated completion date</u>	<u>% OH PAYOUT</u>	<u>AMOUNT</u>
Master Planning period (first 5 months)			
Begin charette process with community	11/13/2008 Master Plan	5%	\$15,800
2nd Community Engagement	12/18/2008 Master Plan	5%	\$15,800
3rd Community Engagement	1/15/2009 Master Plan	5%	\$15,800
CSS DRAFT Plan Submission	1/30/2009 Master Plan	10%	\$31,600
Present Preliminary Concept to Community	2/19/2009 Master Plan	10%	\$31,600
CSS FINAL Plan Submission	3/25/2009 Master Plan	15%	\$47,400
Concept Plan FINAL Submission	4/2/2009 Master Plan	25%	\$79,000
Submit Bond and SAIL Applications Ph IIA&B	3/24/2009 Master Plan	25%	\$79,000
		100%	\$316,000
Phase II Pre-development period (following 14 months after Master Planning)			
ASPR Drawings Submission	4/3/2009 Phase IIA-B	8%	\$61,880
ASPR Approval	9/28/2009 Phase IIA-B	15%	\$116,025
50% Construction Drawing Completion	9/28/2009 Phase IIA-B	16%	\$123,760
LIHTC Syndicator Commitment	12/15/2009 Phase IIA-B	12%	\$92,820
MF Term Sheet Completion/Submission	1/15/2010 Phase IIA-B	8%	\$61,880
T-Plat submission	9/29/2009 Phase IIA-B	10%	\$77,350
T-Plat approval	3/15/2010 Phase IIA-B	15%	\$116,025
Submission Permit Set Drawings (infrastructure/building)	3/24/2010 Phase IIA-B	16%	\$123,760
		100%	\$773,500

HOPE VI Budget

U. S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0208
(exp. 12/2004)

Part I: Summary

Public Reporting Burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is necessary to provide details on the funds requested by Housing Authorities. The form displays the amount requested, broken down by budget line item, with each use explained on Part II. The requested information will be reviewed by HUD to determine if the amount requested is reasonable and whether the required percentages of capital and supportive services funds are met. Responses to the collection are required by the appropriation under which the HOPE VI grant was funded. The information collected does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to collection of information unless it displays a currently valid OMB control number.

PHA Name: Miami Dade HA HOPE VI Grant Number: FLURD0051199
 Devel. Name: Scott Carver Budget Revision Number: 2008-1

Line No.	Summary by Budget Line Item	Revised Overall HOPE VI Budget for All Project Phases	Previous Amount of Funds Authorized for Expenditure	Changes Requested in this Revision	HUD-Approved Total Amount of Funds Authorized for Expenditure
1	1408 Management Improvements/Community and Supportive Services	\$ 4,281,995.00	\$ 4,281,995.00	\$ -	\$ 4,281,995.00
2	1410 Administration	\$ 3,060,219.00	\$ 3,059,219.00	\$ 1,000.00	\$ 3,060,219.00
3	1430 Fees and Costs	\$ 3,870,863.00	\$ 3,823,363.00	\$ 47,500.00	\$ 3,870,863.00
4	1440 Site Acquisition	\$ -	\$ -	\$ -	\$ -
5	1450 Site Improvement	\$ 6,764,097.85	\$ -	\$ -	\$ -
6	1460 Dwelling Structures	\$ 11,000,000.00	\$ -	\$ -	\$ -
7	1465 Dwelling Equipment-Nonexpendable	\$ -	\$ -	\$ -	\$ -
8	1470 Nondwelling Structures	\$ -	\$ -	\$ -	\$ -
9	1475 Nondwelling Equipment	\$ -	\$ -	\$ -	\$ -
10	1485 Demolition	\$ 2,325,473.53	\$ 2,522,113.00	\$ (196,639.47)	\$ 2,325,473.53
11	1495 Relocation Costs 160@33,000=\$480,000	\$ 3,545,851.62	\$ 3,065,853.00	\$ (1.38)	\$ 3,065,851.62
12	Total Funds Authorization (Sum Of Lines 1-11)	\$ 16,752,543.00	\$ 16,752,543.00	\$ (148,140.85)	\$ 16,604,402.15
13	U2000 Funds held in Reserve	\$ 18,247,457.00	\$ 18,247,457.00	\$ -	\$ 18,395,597.85
14	Amount of HOPE VI Grant (Sum Of Lines 1-13)	\$ 35,000,000.00	\$ 35,000,000.00	\$ -	\$ 35,000,000.00

Signature of PHA Executive Director

HUD Certification: In approving this budget and providing assistance to a specific housing development(s), I hereby certify that the assistance will not be more than is necessary to make the assisted activity feasible after taking into account assistance from other government sources (24 CFR 12.50).

Signature of Authorized HUD Official:  Date: 8/26/08

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Exhibit F - Disclosure of Litigation

1. *May Reese v. Miami-Dade County and HUD*, Case No. 01-3766 CIV-HIGHSMITH/TURNOFF (S.D.Fla.)
2. Consent decree in *Adker v. United States Department of Housing and Urban Development and Miami-Dade County*, Case No. 87-0874-CIV (S.D. Fla. June 6, 1998).
3. Voluntary Compliance Agreement executed between HUD and the County on Mary 21, 2005.
4. Board of County Commissioners Resolution No. R-1144-07 Approving Settlement Agreement between Miami-Dade County and the U.S. Department of Housing and Urban Development.
5. Possible claim by infrastructure contractor on Sector I, Florida Construction and Engineering, not related to Revitalization Phase II.

**Exhibit G: Master Schedule
Scott/Carver
Phase II**

ID	Task Name	Start	Finish	Duration	% Complete	2008	2009	2010	2011
1	SCOTT/CARVER HOPE VI PHASE II PROGRAM	Mon 3/17/08	Wed 11/28/12	1229 days	0%	Q3 Q4 Q1 Q2 Q3 Q4 Q1 Q2 Q3 Q4 Q1 Q2 Q3 Q4 Q1 Q2			
2	Predevelopment Activities	Mon 3/17/08	Wed 12/10/08	194 days	3%				
3	MDHA Issues RFQ for Development Partner	Mon 3/17/08	Mon 3/17/08	1 day	100%				
4	MDHA Procures Development Partner	Tue 7/1/08	Tue 7/1/08	1 day	100%				
5	MDHA's Master Developer Negotiation	Mon 9/15/08	Mon 10/27/08	31 days	0%				
6	Developer Execution of MDA	Tue 10/28/08	Tue 10/28/08	1 day	0%				
7	MDHA's Board of Commissioners Approval	Wed 10/29/08	Wed 12/10/08	31 days	0%				
8	ASPR	Fri 4/3/09	Wed 5/19/10	294 days	0%				
9	Preliminary Filing	Fri 4/3/09	Mon 4/13/09	7 days	0%				
10	Preliminary Notices Issued	Tue 4/14/09	Tue 4/14/09	1 day	0%				
11	Meetings with Public Works, Fire, Police, School Board, DERM, Parks, Inspectors, MDT	Wed 4/29/09	Tue 6/23/09	40 days	0%				
12	Rec Review with Director	Wed 6/24/09	Wed 6/24/09	1 day	0%				
13	ASPR Approval	Tue 9/29/09	Tue 9/29/09	1 day	0%				
14	T-Plat Application and BCC Approval Process and Plat Recording	Wed 9/30/09	Tue 3/16/10	6 mons	0%				
15	Submission of Permit Drawings (Buildings & Infrastructure)	Wed 3/24/10	Wed 3/24/10	1 day	0%				
16	Permit Approval	Wed 5/19/10	Wed 5/19/10	1 day	0%				
17	Master Planning / Community Engagement	Wed 10/29/08	Thu 4/2/09	112 days	0%				
18	Master Planning - Initial	Wed 10/29/08	Tue 12/30/08	45 days	0%				
19	Begin community / charette process	Thu 11/13/08	Thu 11/13/08	1 day	0%				
20	Community Design / Charette Meeting	Thu 12/18/08	Thu 12/18/08	1 day	0%				
21	Community Design / Charette Meeting	Thu 1/15/09	Thu 1/15/09	1 day	0%				
22	Present Design Concept / Master Plan to Community	Thu 2/19/09	Thu 2/19/09	1 day	0%				
23	Master Planning - Revisions	Fri 2/20/09	Thu 4/2/09	30 days	0%				
24	Community and Supportive Services	Wed 10/1/08	Wed 11/28/12	1086 days	0%				
26	Urban Strategies Services Mobilization Activities	Wed 10/1/08	Tue 2/17/09	100 days	0%				
25	Develop Preliminary CSS Work Plan	Fri 12/12/08	Fri 1/30/09	36 days	0%				
27	Begin Case Management	Mon 1/5/09	Mon 1/5/09	1 day	0%				
28	Develop Final CSS Work Plan	Mon 2/2/09	Tue 3/24/09	37 days	0%				
29	Final CSS Plan Submitted to MDHA / HUD	Wed 3/25/09	Wed 3/25/09	1 day	0%				
30	Implement Case Management/Services	Thu 3/26/09	Wed 11/28/12	48 mons	0%				
31	Bi-Weekly MDHA/Developer, Community & Resident Meetings	Fri 4/3/09	Thu 9/10/09	115 days	0%				
79	Phase IIa and IIb Rental Family	Wed 4/7/09	Thu 10/6/11	717 days	0%				
80	Plans & Specifications, Working Drawings	Mon 3/2/09	Mon 9/28/09	151 days	0%				
81	Schematic Design	Mon 3/2/09	Fri 5/22/09	60 days	0%				
82	Design Development & Working Drawings and Specs (60% Drawing Corr	Mon 5/25/09	Mon 9/28/09	91 days	0%				

Task Summary Rolled Up Task Rolled Up Milestone Project Summary Group By Summary Deadline

Progress Rolled Up Progress Split External Tasks

Milestone Summary Rolled Up Task Rolled Up Milestone

**Exhibit G: Master Schedule
Scott/Carver
Phase II**

ID	Task Name	Start	Finish	Duration	% Complete	2009				2010				2011			
						Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
119	Bid Public Improvements	Fri 8/7/09	Thu 10/29/09	60 days	0%												
120	Award Public Improvements	Fri 10/30/09	Thu 12/31/09	45 days	0%												
121	Submission of Permit Drawings (Buildings & Infrastructure)	Wed 3/24/10	Wed 3/24/10	1 day	0%												
122	Notice to Proceed/Work	Fri 5/21/10	Thu 10/6/11	360 days	0%												
123	Closing and Transfer of Property	Fri 1/15/10	Thu 5/20/10	90 days	0%												
124	Submit Rental Term Sheet/MF Development Proposal	Fri 1/15/10	Fri 1/15/10	0 days	0%												
125	Submit Evidentiaries to HUD	Thu 3/18/10	Thu 3/18/10	0 days	0%												
126	MF Financial Closing	Thu 5/20/10	Thu 5/20/10	0 days	0%												
127	Construction	Fri 6/4/10	Thu 5/5/11	239.02 days	0%												
128	Construction Start	Fri 6/4/10	Fri 6/4/10	1 day	0%												
129	10% Construction Completion	Fri 6/25/10	Fri 6/25/10	1 day	0%												
130	50% Construction Completion	Mon 4/4/11	Mon 4/4/11	1 day	0%												
131	90% Construction Completion	Tue 4/5/11	Wed 4/6/11	1 day	0%												
132	Construction Completion	Wed 5/4/11	Thu 5/5/11	1 day	0%												
133	Lease up/Occupancy	Wed 2/23/11	Wed 7/13/11	100 days	0%												
134	Phase IIc Rental Family 9% LIHTCs	Wed 9/30/09	Fri 6/15/12	708 days	0%												
135	Financing	Thu 2/25/10	Wed 12/1/10	200 days	0%												
136	FEDERAL LIHTC Tax Credits	Thu 2/25/10	Wed 12/1/10	200 days	0%												
137	FHFC LIHTC Application	Thu 2/25/10	Thu 3/25/10	21 days	0%												
138	FHFC LIHTC Award	Fri 7/9/10	Fri 7/9/10	1 day	0%												
139	FHFC Reservation	Mon 10/18/10	Mon 10/18/10	1 day	0%												
140	Carryover	Wed 12/1/10	Wed 12/1/10	1 day	0%												
141	Construction & Perm. Loan/Interim Financing	Mon 8/2/10	Fri 10/1/10	45 days	0%												
142	Loan (County, HOME/CDBG, Other)	Mon 8/2/10	Fri 10/1/10	45 days	0%												
143	Loan Application	Mon 8/2/10	Mon 8/2/10	1 day	0%												
144	Conditional Commitment	Mon 9/6/10	Mon 9/6/10	1 day	0%												
145	Firm Commitment	Fri 10/1/10	Fri 10/1/10	1 day	0%												
146	Other Loans and Grants (FHLB AHP)	Thu 4/1/10	Fri 10/1/10	132 days	0%												
147	Application	Thu 4/1/10	Thu 4/1/10	1 day	0%												
148	Commitment	Wed 6/30/10	Wed 6/30/10	1 day	0%												
149	Firm Commitment	Fri 10/1/10	Fri 10/1/10	1 day	0%												
150	Plans & Specifications, Working Drawings	Fri 5/7/10	Fri 10/22/10	121 days	0%												
151	Schematic Design	Fri 5/7/10	Thu 7/29/10	60 days	0%												
152	Design Development & Working Drawings and Specs	Fri 7/30/10	Thu 10/21/10	60 days	0%												
153	T-Plan Approval	Fri 10/22/10	Fri 10/22/10	1 day	0%												
154	Site	Wed 9/30/09	Fri 10/29/10	283 days	0%												

Date: Thu 11/6/08
Page: 3

Task: Summary Rolled Up Task Milestone

Progress: Rolled Up Progress

Milestone: External Tasks

Project Summary
Group By Summary
Deadline

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Exhibit H -Environmental Documentation

Scott Homes, Sectors I - IV; Carver Homes

1. Phase II Environmental Site Assessment dated August 2001, Scott Homes Sectors I - IV, Carver Homes ("Sector V").
2. DERM memorandum dated October 4, 2001, commenting on above Phase II Site Assessments. (As to Carver Homes, states "based on the soil and groundwater data, there are no further requirements for this area.")
3. Phase II Environmental Site Assessment Addendum dated January 15, 2002 (regarding Sectors I - IV).
4. Phase II Environmental Site Assessment Addendum dated March 11, 2002 (regarding Sector II).

Scott Homes - Sector I

1. Source Removal Report dated April 8, 2004.
2. Groundwater Assessment Report dated November 19, 2004.
3. Phase I Environmental Site Assessment dated January 2005.
4. Groundwater Sampling Report dated March 21, 2005.
5. Delineation of Lead Contaminated Soil Report dated June 6, 2005.
6. DERM Supplemental Assessment Report, "no further remedial action is required by the Pollution Remediation Section at this time," dated June 14, 2005.

Scott Homes - Sector II

1. Phase I Environmental Site Assessment, dated April 2000.
2. Additional Soil Sampling Report, dated July 24, 2002.
3. Soil Assessment Report, dated September 8, 2005.
4. Soil Assessment Report Addendum, dated January 2006.
5. Groundwater Assessment Report, dated October 5, 2006.

6. DERM Technical Review Comments dated December 15, 2006, regarding Soil Assessment Report dated October 5, 2006.
7. DERM meeting minutes dated December 20, 2006.
8. Historical Analytical Results, Figures, and Soil Lithology Logs, dated May 2008.
9. Supplemental Site Assessment Report dated October 6, 2008.

Scott Homes - Sector III (including Sector IIIA)

1. Phase I Environmental Site Assessment, dated January 2005.
2. Soil Assessment Report, dated September 21, 2005.
3. Soil Assessment Report Addendum, dated January 6, 2006.
4. Groundwater Sampling Report, dated June 2006.
5. Groundwater Sampling Report, dated September 25, 2006.
6. Groundwater Sampling Report, dated November 30, 2006.
7. DERM Quarterly Status Report, "no further remedial action is required by the Pollution Remediation Section at this time," dated January 3, 2007.

Scott Homes - Sector IV

1. Source Removal Report, dated August 10, 2005.
2. Soil Assessment Report, dated September 8, 2005.
3. Soil Assessment Report Addendum, dated January 11, 2006.
4. Soil assessment Report Addendum, dated March 10, 2006.
5. Soil Assessment Report Addendum, dated August 28, 2006.
6. Groundwater Monitoring Report, dated February 6, 2007.
7. Groundwater Monitoring Report, dated April 19, 2007.
8. Groundwater Monitoring Report, dated August 7, 2007.

9. Quarterly Status Report, "no further remedial action is required by the Pollution Remediation Section at this time," dated August 31, 2007.
10. Well Abandonment Report, dated January 28, 2008.

Carver Homes

1. Phase I Environmental Assessment, dated January 2005 (recommends that "no further Phase II ESA assessment be conducted at the subject site").

NOTE: DERM project files (Scott Homes file 17571, Carver Homes file 17572) contain all current and historic records on the subject sites.

Exhibit I – RESERVED

Exhibit J

CONTRACTOR/SUBCONTRACTOR CERTIFICATIONS AND ASSURANCES

The following certifications must be made by every contractor and subcontractor of the Developer (referred to as “**Subcontractors**” or “**Subcontractor**” as the context requires):

The Subcontractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time:

1. The Fair Housing Act (42 U.S.C. 3601-19) and regulations pursuant thereto (24 C.F.R. part 100); Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 C.F.R. part 107); and the fair housing poster regulations (24 C.F.R. part 110);
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations pursuant thereto (24 C.F.R. part 1) relating to non-discrimination in housing;
3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 C.F.R. part 146);
4. The prohibitions against discrimination on the basis of disability (including requirements that the Grantee make reasonable modifications and accommodations and make units accessible) under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 C.F.R. part 8); the Americans with Disabilities Act (42 U.S.C. 12101 et seq. and its implementing regulation at 28 C.F.R. part 36; and the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations issued pursuant thereto (24 C.F.R. part 40);
5. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects) and its implementing regulation at 24 C.F.R. part 135;
6. Executive Orders 11246, 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities;
7. Subgrantees only must provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701), and HUD's implementing regulations at 24 C.F.R. part 24, subpart F. Each subgrantee must complete a Certification for a Drug-Free Workplace (Form HUD-50070) in accordance with 24 C.F.R. 24.630.

8. The provisions of 24 C.F.R. part 24, which apply to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

9. The following labor standards: Davis-Bacon or HUD-determined wage rates apply to development or operation of revitalized housing to the extent required under Section 12 of the U.S. Housing Act of 1937. In the case of demolition, Davis-Bacon wage rates apply to demolition followed by construction on the site; HUD-determined wage rates apply to demolition followed only by filling in the site and establishing a lawn. Under Section 12, the wage rate requirements do not apply to individuals who: perform services for which they volunteered; do not receive compensation for those services or are paid expenses, reasonable benefits, or a nominal fee for the services; and are not otherwise employed in the work involved (24 C.F.R. part 70). In addition, if other Federal programs are used in connection with the HOPE VI Funds, labor standards requirements apply to the extent required by the other Federal programs, on portions of the project that are not subject to Davis-Bacon rates under the Act.

10. The requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et. seq.) and implementing regulations at 24 C.F.R. parts 35 and 965 (subpart H) and section 968.100(k), as amended. Unless otherwise provided, it will be responsible for testing and abatement activities, if applicable.

11.a. Nonprofit subgrantees, contractors, or subcontractors will comply with the requirements, policies and standards of:

- i. 24 C.F.R. part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations);
- ii. A-122 (Cost Principles for Non-Profit Organizations); and
- iii. the audit requirements of 24 C.F.R. 84.26.

b. For-profit Subcontractors will comply with the requirements, policies and standards of:

- i. 24 C.F.R. part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations); and
- ii. the contract cost principles and procedures set forth in 48 C.F.R. part 31.
- iii. the audit requirements of 24 C.F.R. 84.26.

c. Subcontractors that are States, local governments, and Federally Recognized Indian Tribal Governments will comply with the requirements, policies, and standards of:

- i. 24 C.F.R. part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments),
- ii. the cost principles of OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and
- iii. the audit requirements of 24 C.F.R. 85.26.

12. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and government-wide implementing regulations at 49 C.F.R. part 24.

13. Section 319 of Public Law 101-121, which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government, and implemented for HUD at 24 C.F.R. part 87, as the same may be amended from time to time. The contractor/subcontractor will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

14. The following contract provisions must be placed in all contracts of the Grantee pursuant to 24 C.F.R. 85.36 (i). Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(b) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(c) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their contractors)

(d) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3). (All contracts for construction or repair)

(e) Compliance with the Davis-Bacon Act (40 U.S.C 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5). (Construction contracts in excess of \$2000 awarded- by Grantees when required by -Federal grant program legislation)

(f) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29

C.F.R. part 5). (Construction contracts awarded by Grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(g) Notice of awarding agency requirements and regulations pertaining to reporting.

(h) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention that arises or is developed in the course of or under such contract.

(i) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(j) Access by the Grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(k) Retention of all required records for three years after Grantees make final payments and all other pending matters are closed.

(l) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15). (Contracts and subcontracts of amounts in excess of \$100,000).

(m) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The information contained in this certification is true and accurate to the best of my knowledge.

Signature of Authorized Certifying Official

Title

Organization

Memorandum



Date: July 21, 2008

To: George M. Burgess
County Manager

Lindsey Reames
HUD Oversight Administrator

Thru: Miriam Singer *MS*
Director
Department of Procurement Management

From: Rita Silva *RS*
Senior Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFQ No. 8345
Redevelopment Project at the Scott/Carver Sites

The Evaluation/Selection Committee has completed the task of evaluating proposals submitted in response to the above referenced Request for Qualifications following the guidelines published in the solicitation as summarized below.

Committee meeting dates: June 10, 2008 (kick-off meeting)
June 16, 2008 (preliminary scoring)
July 7, 2008 (oral presentations)
July 9, 2008 (oral presentations)
July 10, 2008 (oral presentations and final scoring)

Verification of compliance with contract measures:

Not applicable since the Review Committee did not assign any contract measures due to the funding source.

Verification of compliance with minimum qualification requirements:

The solicitation did not have any minimum qualification requirements.

Summary of scores:

The preliminary scores (pre-oral presentations) are as follows:

Pre-Oral Presentations

<i>Proposer</i>	<i>Total Score</i> (400 max)
1. Norstar Development USA, L.P.	361.25
2. Carlisle Development Group, LLC	321.25
3. Pelican Cove Associates, Ltd.	316.75
4. McCormack Baron Salazar, Inc.	310.75
5. Tubosun Giwa & Partners, Inc.	191.00

The Evaluation/Selection Committee decided to hold oral presentations with the top four ranked proposers.

The final scores (post oral presentations) are as follows:

Post-Oral Presentations

Proposer	Total Score (400 max)
1. McCormack Baron Salazar, Inc.	352.25
2. Norstar Development USA, L.P.	349.50
3. Carlisle Development Group, LLC	326.25
4. Pelican Cove Associates, Ltd.	285.25

Local Preference:

Local Preference was not applicable due to the funding source.

Other information:

One member of the Evaluation/Selection Committee, Roy L. Hardemon, did not attend a Committee meeting. After the Committee waited for two hours for him, Mr. Hardemon was advised that if he did not attend, the Committee would proceed without him and his scores would not be counted. He advised the Committee to proceed.

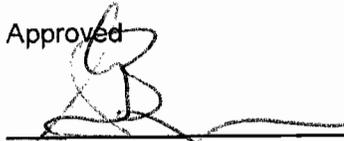
Negotiations:

The first and second ranked proposers had close scores and were both found to be qualified by the Evaluation/Selection Committee. In making this recommendation, the Evaluation/Selection Committee followed the established process. The Evaluation/Selection Committee recommends negotiations with the highest ranked proposer McCormack Baron Salazar, Inc. The negotiations will be conducted at the direction of the Housing and Urban Development Oversight Administrator.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Justification for Recommendation: The recommended proposer has the experience and qualifications required for the redevelopment project, including experience with HOPE VI projects. The proposer had a strong presentation, providing the assurances and priorities necessary for this project.

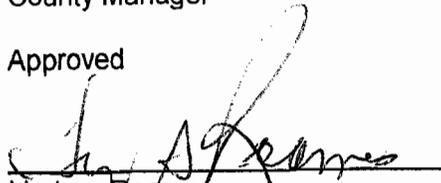
Approved



George M. Burgess
County Manager

8/13/08
Date

Approved



Lindsey Reames
HUD Oversight Administrator

7/24/08
Date

Leverage and TDC
Comparative Analysis

RESPONDENT	TDC	FEDERAL FUNDS	NON-FEDERAL FUNDS	LEVERAGE	PTS	UNITS		TOTAL TDC Per Unit	
						ACC	TOTAL		
Norstar	\$66,075,242	\$12,500,000	\$53,575,242	1: 4.29	15	160	380	\$78,125	\$173,882
alternate(1)	\$65,994,455	\$15,000,000	\$50,994,455	1: 3.40	15	160	380	\$93,750	\$173,670
alternate (1B)	\$89,750,491	\$25,500,000	\$64,250,491	1: 2.52	*	234	509	\$108,974	\$176,327
Carlisle	\$54,896,000	\$18,902,000	\$35,994,000	1: 1.90	8				
revision(2)	\$54,896,000	\$24,946,000	\$29,950,000	1: 1.20	6	160	354	\$155,913	\$155,073
McCormack	\$74,384,000	\$25,000,000	\$49,384,000	1: 1.98	8	178	354	\$140,449	\$210,124
Cornerstone	\$67,420,775	\$22,454,522	\$44,966,253	1: 2.00	10	160	404	\$140,341	\$166,883
revision(3)	\$67,420,775	\$26,169,504	\$41,251,271	1: 1.58	8				
Tubosun (4)	\$132,000,000	\$24,000,000	\$108,000,000	1: 4.50	*				

- (1) represents alternate scenario IIB w/ add'l HUD \$, 4% tax credits and SAIL instead of 9%
- (1B) represents Norstar build-out of (sector II) all Phase II sectors
- (2) represents panel allocation of RHF to ACC Sources/Uses
- (3) represents panel allocation of "Westchester County" and "NYS Empire" funds to federal funds category
- (4) acknowledgement by panel proposed 1st mortgage is not acceptably documented with regard to feasibility

RFQ8345

Redevelopment Project at the Scott/Carver Sites
Procurement Processes as Addressed at Solicitation Phase and Actual Result

	Process	Solicitation (intent)	Actual Result
1.	Use County RFQ Number	Yes	Yes
2.	Responses forwarded to Clerk	Yes	Yes
3.	County Affidavits a. Lobbyist Registration b. Disclosure of Subcontractors; c. Disability Non-Discrimination; d. Disclosure of Fair Subcontracting; e. Collection of Taxes; f. Code of Business Ethics; g. Domestic Violence h. Affirmative Action Plan	In Rider attached to the RFQ indicating that they would be applicable if County Funding was included.	No affidavits requested. Item "a" not applied; however information for "b" was provided in proposals and Developer is registering as a vendor which takes care of c-g
4.	Vendor Registration	No, placed in Rider	Yes, Developer in process of registering
5.	Code of Silence	No	No
6.	Public Entity Crimes Section 287.13 ES	No, placed in Rider	Not applied
7.	Technical Certification	No, placed in Rider	Not applied
8.	Public Records Law applicable	Yes	Yes
9.	Rights of Protest	Federal process	Federal process
10.	Approval for Advertising	By HUD Administrator	By HUD Administrator and County Manager
11.	Approval to Negotiate	By HUD Administrator	By HUD Administrator and County Manager
12.	Approval to Award	By HUD Administrator	Recommendation by HUD Administrator and County Manager; BCC approval
13.	Sunshine applicable	Yes	Yes
14.	Commission Auditor – access to records	Yes	Yes
15.	Selection Criteria Establishment	By HUD Administrator	By HUD Administrator
16.	Selection Committee Establishment	By HUD Administrator	By HUD Administrator
17.	Issuing Department	DPM	DPM
18.	I.G. applicability	Yes, except fee is not applicable due to federal funding	Yes, except fee is not applicable due to federal funding
19.	Accessing this Federal Contract	County would be able to utilize this agreement if County funding became available.	County funding available prior to award, so award is going to BCC.

Highlighted areas are those that differ from County processes

PRE-ORAL PRESENTATIONS

RFQ NO. 8345
REDEVELOPMENT PROJECT AT THE SCOTT/CARVER SITES
PRE-ORAL PRESENTATIONS EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (Members)	Pelican Cove Associates, Ltd.	Norstar Development USA, L.P.	McCormack Baron Salazar, Inc.	Carlisle Development Group, LLC	Tubosun GIWA & Partners, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		15	60	51.25	53.25	51.75	50.75	31
The quality of the Proposer's Conceptual Design Plan, Financing Strategy, Timeline, and Readiness		20	80	57.25	70.75	70.75	61.5	29
Previous HOPE VI Development Experience (Developer and Team)		15	60	56	59	59	57	35
Financing Capability, Responsibility and Readiness		20	80	50.75	66.75	19.25	47	24.5
Team Composition and Experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		15	60	47	56	57	55.5	34.5
Ability to optimize unit mix through additional non-federal funding sources		10	40	35.5	36.5	36	30.5	18
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)		5	20	19	19	17	19	19
TOTAL POINTS		100	400	316.75	361.25	310.75	321.25	191

Signature: Peter Silvan
Chairperson
Date: 7/17/08

Signature: [Signature]
Reviewed By
Date: 7/17/08

RFQ NO. 8345
REDEVELOPMENT PROJECT AT THE SCOTT/CARVER SITES
PRE-ORAL PRESENTATIONS EVALUATION OF PROPOSALS

Lissette Martinez

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Pelican Cove Associates, Ltd.	Norstar Development USA, L.P.	McCormack Baron Salazar, Inc.	Carlisle Development Group, LLC	Tubosun GIWA & Partners, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		15	12.75	12.75	12.25	10.25	9
The quality of the Proposer's Conceptual Design Plan, Financing Strategy, Timeline, and Readiness		20	17.25	16.75	15.75	14	13
Previous HOPE VI Development Experience (Developer and Team)		15	14	14	14	12	10
Financing Capability, Responsibility and Readiness		20	12.25	19.25	4.25	10	4
Team Composition and Experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		15	13	14	13	11.5	11
Ability to optimize unit mix through additional non-federal funding sources		10	8.5	8.5	8.5	7	7.5
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)		5	4	4	4	4	4
TOTAL POINTS		100	81.75	89.25	71.75	68.75	58.5

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RFQ NO. 8345
REDEVELOPMENT PROJECT AT THE SCOTT/CARVER SITES
PRE-ORAL PRESENTATIONS EVALUATION OF PROPOSALS

Jose A. Rodriguez

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Pelican Cove Associates, Ltd.	Norstar Development USA, L.P.	McCormack Baron Salazar, Inc.	Carlisle Development Group, LLC	Tubosun GIWA & Partners, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		15	12	14.5	13	12	8
The quality of the Proposer's Conceptual Design Plan, Financing Strategy, Timeline, and Readiness		20	13	15	15	9	5
Previous HOPE VI Development Experience (Developer and Team)		15	15	15	15	15	15
Financing Capability, Responsibility and Readiness		20	13	12.5	5	15	16
Team Composition and Experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		15	14	15	14	14	6.5
Ability to optimize unit mix through additional non-federal funding sources		10	8.5	9	8.5	6.5	2
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)		5	5	5	5	5	5
TOTAL POINTS		100	80.5	86	75.5	76.5	57.5

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RFQ NO. 8345
REDEVELOPMENT PROJECT AT THE SCOTT/CARVER SITES
PRE-ORAL PRESENTATIONS EVALUATION OF PROPOSALS

Jose Cintron

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Pelican Cove Associates, Ltd.	Norstar Development USA, L.P.	McCormack Baron Salazar, Inc.	Carlisle Development Group, LLC	Tubosun GIWA & Partners, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		15	12	11	12.5	14	7.5
The quality of the Proposer's Conceptual Design Plan, Financing Strategy, Timeline, and Readiness		20	12	19	20	18.5	1
Previous HOPE VI Development Experience (Developer and Team)		15	12	15	15	15	0
Financing Capability, Responsibility and Readiness		20	13	20	5	11	2.5
Team Composition and Experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		15	10	15	15	15	10
Ability to optimize unit mix through additional non-federal funding sources		10	10	10	10	10	5
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)		5	5	5	5	5	5
TOTAL POINTS		100	74	95	82.5	88.5	31

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RFQ NO. 8345
REDEVELOPMENT PROJECT AT THE SCOTT/CARVER SITES
PRE-ORAL PRESENTATIONS EVALUATION OF PROPOSALS

Kris Warren

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Pelican Cove Associates, Ltd.	Norstar Development USA, L.P.	McCormack Baron Salazar, Inc.	Carlisle Development Group, LLC	Tubosun GIWA & Partners, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		15	14.5	15	14	14.5	6.5
The quality of the Proposer's Conceptual Design Plan, Financing Strategy, Timeline, and Readiness		20	15	20	20	20	10
Previous HOPE VI Development Experience (Developer and Team)		15	15	15	15	15	10
Financing Capability, Responsibility and Readiness		20	12.5	15	5	11	2
Team Composition and Experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		15	10	12	15	15	7
Ability to optimize unit mix through additional non-federal funding sources		10	8.5	9	9	7	3.5
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)		5	5	5	3	5	5
TOTAL POINTS		100	80.5	91	81	87.5	44

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POST ORAL PRESENTATIONS

RFQ NO. 8345
 REDEVELOPMENT PROJECT AT THE SCOTT/CARVER SITES
 POST ORAL PRESENTATIONS EVALUATION OF PROPOSALS

COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (4 members)	Pelican Cove Associates, Ltd.	Norstar Development USA, L.P.	McCormack Baron Salazar, Inc.	Carlisle Development Group, LLC
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		15	60	43.25	50.5	52.25	52.25
The quality of the Proposer's Conceptual Design Plan, Financing Strategy, Timeline, and Readiness		20	80	57.25	72.25	70.75	62
Previous HOPE VI Development Experience (Developer and Team)		15	60	46	58	59	57
Financing Capability, Responsibility and Readiness		20	80	45.75	60.25	57.25	47
Team Composition and Experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		15	60	42	54	58.5	55.5
Ability to optimize unit mix through additional non-federal funding sources		10	40	32	37.5	35.5	33.5
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)		5	20	19	17	19	19
TOTAL POINTS		100	400	285.25	349.5	352.25	326.25

Signature: Peter Salazar 7/17/08
 Chairperson Peter Salazar
 Reviewed By Peter Salazar 7/17/08

RFQ NO. 8345
REDEVELOPMENT PROJECT AT THE SCOTT/CARVER SITES
POST ORAL PRESENTATIONS EVALUATION OF PROPOSALS

Lissette Martinez

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Pelican Cove Associates, Ltd.	Norstar Development USA, L.P.	McCormack Baron Salazar, Inc.	Carlisle Development Group, LLC
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		15	11.25	13	12.25	10.25
The quality of the Proposer's Conceptual Design Plan, Financing Strategy, Timeline, and Readiness		20	14.25	18.75	16.75	14
Previous HOPE VI Development Experience (Developer and Team)		15	12	14	14	12
Financing Capability, Responsibility and Readiness		20	12.25	19.25	14.25	10
Team Composition and Experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		15	13	14	14	11.5
Ability to optimize unit mix through additional non-federal funding sources		10	8.5	8.5	8.5	7
Economic Opportunities for Low- and Very Low-income Persons (Section 3)		5	4	4	4	4
TOTAL POINTS		100	75.25	91.5	83.75	68.75

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RFQ NO. 8345
REDEVELOPMENT PROJECT AT THE SCOTTICARVER SITES
POST ORAL PRESENTATIONS EVALUATION OF PROPOSALS

Jose A. Rodriguez

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Pelican Cove Associates, Ltd.	Norstar Development USA, L.P.	McCormack Baron Salazar, Inc.	Carlisle Development Group, LLC
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		15	12	14.5	13	12
The quality of the Proposer's Conceptual Design Plan, Financing Strategy, Timeline, and Readiness		20	13	15.5	16	9
Previous HOPE VI Development Experience (Developer and Team)		15	15	15	15	15
Financing Capability, Responsibility and Readiness		20	10.5	13	17	15
Team Composition and Experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		15	12	15	14.5	14
Ability to optimize unit mix through additional non-federal funding sources		10	8.5	9	9	6.5
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)		5	5	5	5	5
TOTAL POINTS		100	76	87	89.5	76.5

(12)

RFQ NO. 8345
REDEVELOPMENT PROJECT AT THE SCOTT/CARVER SITES
POST ORAL PRESENTATIONS EVALUATION OF PROPOSALS

Jose Cintron

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Pelican Cove Associates, Ltd.	Norstar Development USA, L.P.	McCormack Baron Salazar, Inc.	Carlisle Development Group, LLC
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		15	12	11	12	15
The quality of the Proposer's Conceptual Design Plan, Financing Strategy, Timeline, and Readiness		20	12	18	20	19
Previous HOPE VI Development Experience (Developer and Team)		15	12	14	15	15
Financing Capability, Responsibility and Readiness		20	13	16	13	11
Team Composition and Experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		15	10	15	15	15
Ability to optimize unit mix through additional non-federal funding sources		10	10	10	10	10
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)		5	5	5	5	5
TOTAL POINTS		100	74	89	90	90

RFQ NO. 8345
REDEVELOPMENT PROJECT AT THE SCOTT/CARVER SITES
POST ORAL PRESENTATIONS EVALUATION OF PROPOSALS

Kris Warren

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Pelican Cove Associates, Ltd.	Norstar Development USA, L.P.	McCormack Baron Salazar, Inc.	Carlisle Development Group, LLC
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		15	8	12	15	15
The quality of the Proposer's Conceptual Design Plan, Financing Strategy, Timeline, and Readiness		20	18	20	18	20
Previous HOPE VI Development Experience (Developer and Team)		15	7	15	15	15
Financing Capability, Responsibility and Readiness		20	10	12	13	11
Team Composition and Experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		15	7	10	15	15
Ability to optimize unit mix through additional non-federal funding sources		10	5	10	8	10
Economic Opportunities for Low- and Very Low-Income Persons (Section 3)		5	5	3	5	5
TOTAL POINTS		100	60	82	89	91

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Memorandum



Date: June 3, 2008

To: Distribution

From: 
Lindsey S. Reames
HUD Oversight Administrator

Subject: Evaluation/Selection Committee for the Miami-Dade Housing Agency Request for Qualifications for Real Estate Development for the HOPE VI - Redevelopment Project at Scott Carver Sites - RFQ No. 8345

In accordance with Administrative Order 3-34, a selection committee is hereby established for the Miami-Dade Housing Agency Request for Qualifications for Real Estate Development for the HOPE VI - Redevelopment Project at Scott Carver Sites - RFQ No. 8345:

Appointments by HUD Oversight Administrator

Lissette Martinez, MDHA
Jose A. Rodriguez, MDHA
Roy L. Hardemon, OCED Advisory Board

Appointments by Miami-Dade County Manager

Andrew Zawoyski, DPM, Non-Voting Chairperson
Jose Cintron, OCED
Kris Warren, OCED
Tyrone Browne, MDAD (Alternate)

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation.

The Selection Committee is directed to assist in the selection process by considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's plans to meet the objectives of each task, activity, etc., pursuant to any schedule, history and experience of the firm or individual(s), understanding of the project and the Miami-Dade Housing Agency's objectives, responsiveness to the established requirements, and cost/revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact the HUD Oversight Administrator and County Manager's Office through Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which **MUST** include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
..... Committee's Overall Ranking

This report should be submitted to the HUD Oversight Administrator for review and further action.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that they are prohibited from having any communication with potential respondents and/or their representatives. Any violation of this process could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

Selection Committee meeting dates are as follows:

- o Pre-Kick off meeting – no later than **June 9, 2008**
- o Committee Progress Review – **June 16, 2008**
- o Final Committee Review and Scoring – **June 23, 2008**

c: George M. Burgess, County Manager
Miriam Singer, Director, DPM
Jose Abreu, Director, MDAD
Penelope Townsley, Director, SBD

Distribution:
Andrew Zawoyski, DPM, Non-Voting Chairperson
Jose Cintron, OCED
Kris Warren, OCED
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