

MEMORANDUM

Agenda Item No. 8(K)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively approving the County Mayor's actions in applying for Fiscal Year 2022 Choice Neighborhoods Implementation Grants Program grant funding from the United States Department of Housing and Urban Development (HUD) in an amount not to exceed \$40,000,000.00, for housing and community improvement projects in the Goulds area within County Commission District 9; authorizing the County Mayor to (1) execute the grant agreement between Miami-Dade County and HUD; (2) receive and expend such grant funds; (3) execute additional agreements between Miami-Dade County and the Lead Implementation Entities, Preservation of Affordable Housing, Inc. and Carrfour Supportive Housing, Inc.; (4) exercise the provisions of any such agreements and documents, including termination and amendment provisions contained therein, as may be required for the grant project; and (5) execute all necessary agreements and amendments as may be required for the receipt and expenditure of the grant funds, and to exercise all provisions contained therein; and waiving Resolution No. R-130-06

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/gh


MDC001

Memorandum



Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Retroactively Approving Application for FY 2022 Choice Neighborhoods Implementation Grants Program Grant Funding for Housing and Community Projects in Goulds, and Authorizing Execution of the Grant Agreement with the United States Department of Housing and Urban Development (HUD), Receipt and Expenditure of Funds, and to Execute Additional Contracts with Lead Implementation Entities

Executive Summary

The purpose of this item is to seek the Board of County Commissioners' (Board) approval of the following: (1) retroactive approval of the County Mayor or County Mayor's designee's actions in applying for Fiscal Year (FY) 2022 Choice Neighborhoods Implementation Grants program grant funding from the United States Department of Housing and Urban Development (HUD) in an amount not to exceed \$40,000,000.00 for the housing and community improvement projects in the Goulds area within County Commission District 9; (2) authorization for the County Mayor or County Mayor's designee's to execute the grant agreement between Miami-Dade County and HUD; (3) authorization for the County Mayor or County Mayor's designee to receive and expend the grant funds, and; (4) authorization for the County Mayor or County Mayor's designee to execute additional agreements between Miami-Dade County and the Lead Implementation Entities, Preservation of Affordable Housing, Inc. and Carrfour Supportive Housing, Inc. and any other documents as required by HUD for this grant project.

Recommendations

It is recommended that the Board:

1. Retroactively approve the County Mayor or County Mayor's designee's actions in applying for Fiscal Year (FY) 2022 Choice Neighborhoods Implementation Grants program grant funding in an amount not to exceed \$40,000,000.00 ("grant funds") from the United States Department of Housing and Urban Development (HUD), for the housing and community improvement projects in the Goulds area located within County Commission District 9, as provided for in Attachment 1 to this memorandum; and
2. Authorize the County Mayor or County Mayor's designee to execute the grant agreement between the County and HUD, in substantially the form attached as Exhibit A to the resolution and incorporated therein by reference, subject to the approval of the County Attorney's Office for form and legal sufficiency; authorize the County Mayor or County Mayor's designee to exercise the provisions contained in such grant agreement, including termination and amendment provisions, so long as such amendments are consistent with the purpose of the resolution; and further authorize the County Mayor or County Mayor's designee to execute other necessary documents as may be required by HUD for the grant project; and

3. Authorize the County Mayor or the County Mayor's designee to receive and expend the grant funds, execute all necessary agreements and amendments as may be required for the receipt and expenditure of the grant funds, and exercise all provisions contained therein, subject to the County Attorney's Office's approval for form and legal sufficiency; and
4. Authorize the County Mayor or County Mayor's designee to execute additional agreements between Miami-Dade County and the Lead Implementation Entities, Preservation of Affordable Housing, Inc. and Carrfour Supportive Housing, Inc., in substantially the form attached as Exhibits B and C to the resolution and incorporated therein by reference, subject to the approval of the County Attorney's Office for form and legal sufficiency; further authorize the County Mayor or County Mayor's designee to exercise the provisions contained therein, including termination and amendment provisions, so long as such amendments are consistent with the purpose of this resolution; and further authorize the County Mayor or County Mayor's designee to execute other necessary documents as may be required by HUD for the grant project.

Scope

The proposed projects are in the Goulds neighborhood of unincorporated Miami-Dade County within County Commission District 9, represented by Kionne L. McGhee, but will have countywide impact because of the proposed improvements to housing, transportation, and infrastructure.

Delegation of Authority

This item requests a delegation of authority to authorize the County Mayor or the County Mayor's designee to apply for, receive, and expend grant funds, to execute the grant agreement with HUD, agreements with the Lead Implementation Entities, and all necessary agreements for the receipt and expenditure of the grant funds and as may be required by HUD for the grant project, and to exercise the provisions contained in such agreements, including termination and amendment provisions, so long as such amendments are consistent with the purpose of this resolution.

Fiscal Impact/Funding Source

The Choice Neighborhood Implementation Grant requires matching funds in the amount of five percent of the grant, which in this case equals \$2,000,000.00. The County's match consists of Surtax funds previously approved in Resolution Nos. R-325-19 and R-430-21. Attachment 1 shows the total amount of County matching funds and other leveraged funds for the Choice Neighborhood Implementation Grant.

Track Record/Monitor

Alex R. Ballina, Director, Public Housing and Community Development Department (Department), will oversee the Choice Neighborhood Implementation Grant projects and grant funds. The Department will monitor all projects to ensure compliance with Federal, State and County guidelines and policies.

Background

On September 30, 2022, HUD posted a Notice of Funding Opportunity (NOFO) making available approximately \$379 million under its Fiscal Year 2022 Choice Neighborhoods Implementation (CNI) Grant program. The CNI program leverages public and private dollars to support locally driven strategies that address struggling neighborhoods with distressed HUD-assisted housing through a comprehensive approach. Local leaders, residents, and stakeholders, such as public housing authorities, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a plan that revitalizes distressed HUD housing and addresses the challenges in the surrounding neighborhood. Under program rules, proposals must include the one-for-one replacement of all HUD-assisted housing units, with a right-to-return requirement for all residents living on-site as of the date of grant award.

The CNI program was started in FY 2010 during the Obama administration and consists of both planning and implementation grants. Grant cycles are highly competitive (particularly for the larger implementation grants) and are awarded based on quantitative and qualitative scoring criteria. Upon review of the criteria in the NOFO, the redevelopment of the HUD-assisted Cutler Manor property owned by Preservation of Affordable Housing, Inc (POAH) in Goulds was deemed to be competitive. In Spring 2023, Miami-Dade County was notified by HUD that it was selected as a CNI grantee for an award in the amount of \$40,000,000.00 for its proposal regarding Cutler Manor. Miami-Dade County joins a select list of only eight communities nationwide that were selected to receive a CNI grant.

The proposed project envisions a more connected, opportunity-rich, upwardly mobile, climate-resilient, and safe Goulds neighborhood where Goulds' residents can stay, grow, and thrive. The project's housing strategy centers around the redevelopment of the Cutler Manor Apartments (CM). All 218 CM units will be replaced one for one in mixed-income buildings and phases that serve current residents and anticipate wait-list demand. By offering 113 units of new housing off-site (in Goulds) and 324 units on a completely redeveloped CM site, residents have many choices among the 437 new rental apartments and townhomes (218 replacement, 127 affordable and 92 market rate) and 8 affordable for-sale townhomes.

The project entails wraparound and community services including financial education, employment training and services, health initiatives, a birth-college/career pipeline, and case management. The projects also expands and improves physical assets and increases access to opportunity through transportation and infrastructure (new transit station, water/sewer extensions, Freebee ride service, and bike lanes); new and improved climate-resilient housing (sustainable home improvements and homeownership, new affordable/workforce/market housing), including a redeveloped Arthur Mays Villas; innovative educational resources in a new Bezos Academy; and wealth-building opportunities through entrepreneurship and homeownership.

The CNI program requires one lead applicant, as well as "lead implementation entities" (Partners) to be primarily responsible for the housing redevelopment, provision of case management services, and implementing community projects funded by the grant referenced above. The Miami-Dade proposal includes the following partners:

Roles	Partners
Lead Applicant	Miami-Dade County (via PHCD)
Housing Implementation Entity (HIE)	Preservation of Affordable Housing Inc (POAH)
People Implementation Entity (PIE)	Carrfour Supportive Housing
Neighborhood Implementation Entity (NIE)	Miami-Dade County (via PHCD)

As the Lead Applicant, Miami-Dade County will have sole access to the grant funds. Miami-Dade County will be responsible for ensuring the proper use of grant funds and disbursing the funds to other Partners for eligible activities as approved by HUD during the eight-year grant term.

Finally, as required by HUD's regulations, the Board's rules of procedure, and the Department's protocols, the Department met and consulted with Cutler Manor residents and relevant community organizations as illustrated in the table below and provided them with information regarding the grant application. Additional meetings will be held throughout the full term of the grant.

Organization	Meeting Date
Cutler Manor Residents	November 16, 2022
Cutler Manor Residents	December 1, 2022
Goulds Community Advisory Committee	November 30, 2022
Goulds Community Advisory Committee	December 14, 2022

The Department requests that the Board, as required by HUD, adopt a resolution accepting the recommendation described above.



Morris Copeland
Chief Community Services Officer

Attachment

Miami-Dade County
 FY 2022 Choice Neighborhoods Implementation Grant
 Sources and Uses

Lead Agency	Project Title	CNI Funding	County Match	County Leverage	Other Local Leverage	Total
MDC Public Housing & Community Development	Grant Administration	\$ 2,000,000.00		\$ -	\$ -	\$ 2,000,000.00
MDC Dept of Transportation & Public Works	Goulds Neighborhood Investments	\$ -		\$ 17,243,105.00	\$ -	\$ 17,243,105.00
MDC Public Housing & Community Development	Goulds Affordable Homeownership - Construction Financing	\$ 2,000,000.00		\$ 7,840,000.00	\$ -	\$ 9,840,000.00
MDC Public Housing & Community Development	Goulds Water & Sewer Connections	\$ -		\$ 1,500,000.00	\$ -	\$ 1,500,000.00
MDC Public Housing & Community Development	Freebee Pilot	\$ 100,000.00		\$ 100,000.00	\$ -	\$ 200,000.00
MDC Community Action and Human Services Department	Goulds Home Weatherization	\$ -		\$ 300,000.00	\$ -	\$ 300,000.00
MDC Public Housing & Community Development	Culter Manor Redevelopment (Surtax) - Match (R-325-19)	\$ -	\$ 1,330,816.00	\$ -	\$ -	\$ 1,330,816.00
MDC Public Housing & Community Development	Culter Manor Redevelopment (Surtax) - Match (R-430-21)	\$ -	\$ 1,282,460.00	\$ -	\$ -	\$ 1,282,460.00
MDC Public Housing & Community Development	Culter Manor Redevelopment (HOME-ARP)	\$ -		\$ 2,450,000.00	\$ -	\$ 2,450,000.00
MDC Community Action and Human Services Department	Culter Manor Resident Services	\$ -		\$ 6,313,280.00	\$ -	\$ 6,313,280.00
MDC County Parks, Recreation, and Open Space	Fit2Lead	\$ -		\$ 1,200,000.00	\$ -	\$ 1,200,000.00
MDC County Economic Advocacy Trust	Goulds/Culter Manor Youth Services	\$ -		\$ 1,147,200.00	\$ -	\$ 1,147,200.00
McDowell Housing Partners	Southpointe Vista	\$ -		\$ 42,792,606.00	\$ -	\$ 42,792,606.00
Preservation of Affordable Housing	Bezos Academy	\$ 1,500,000.00		\$ -	\$ -	\$ 1,500,000.00
Preservation of Affordable Housing	Micro-Business Loan Fund, Pop-Up Market	\$ 300,000.00		\$ -	\$ -	\$ 300,000.00
Preservation of Affordable Housing	Goulds Climate-Resilient Façade Improvements	\$ 300,000.00		\$ -	\$ -	\$ 300,000.00
Preservation of Affordable Housing	Culter Manor Redevelopment	\$ 27,800,000.00		\$ -	\$ -	\$ 27,800,000.00
Citi - First Mortgage (Phase 1)	Culter Manor Redevelopment	\$ -		\$ -	\$ 15,837,238.00	\$ 15,837,238.00
Lument - First Mortgage (Phases 2-5)	Culter Manor Redevelopment	\$ -		\$ -	\$ 50,417,616.00	\$ 50,417,616.00
Hudson Capital - Tax Credit Equity (Phase 1)	Culter Manor Redevelopment	\$ -		\$ -	\$ 22,893,299.00	\$ 22,893,299.00
FHLB Loan (Phase 1)	Culter Manor Redevelopment	\$ -		\$ -	\$ 650,000.00	\$ 650,000.00
FHFC - SAIL/ELI/NHTF (Phase 1)	Culter Manor Redevelopment	\$ -		\$ -	\$ 7,300,000.00	\$ 7,300,000.00
Carrfour Supportive Housing, Inc.	Supportive Services	\$ 6,000,000.00		\$ -	\$ -	\$ 6,000,000.00
Be Strong International	Raising the BAR Parent Alliance Program	\$ -		\$ -	\$ 286,000.00	\$ 286,000.00
CareerSource South Florida	Goulds/Culter Manor Employment and Training Services	\$ -		\$ -	\$ 450,000.00	\$ 450,000.00
Compass Working Capital	Goulds/Culter Manor Adult Income and Employment Services	\$ -		\$ -	\$ 672,000.00	\$ 672,000.00
University of Miami Donna E. Shalala MusicReach Program	MusicReach	\$ -		\$ -	\$ 212,500.00	\$ 212,500.00
Educate Tomorrow	Goulds/Culter Manor Youth Enrichment and College Coaching	\$ -		\$ -	\$ 1,000,000.00	\$ 1,000,000.00
Greater Miami Service Corps	Goulds/Culter Manor Youth Education Services	\$ -		\$ -	\$ 400,000.00	\$ 400,000.00
Intentional Provisions Outreach	Goulds/Culter Manor Supportive Services	\$ -		\$ -	\$ 600,000.00	\$ 600,000.00
New Hope C.O.R.P.S.	Goulds/Culter Manor Substance Abuse Services	\$ -		\$ -	\$ 733,776.00	\$ 733,776.00
Preservation of Affordable Housing	Adult Employment, Health, Youth Educational Support and Early Learning Services	\$ -		\$ -	\$ 3,093,456.00	\$ 3,093,456.00
Trinity Empowerment	Homeownership Education	\$ -		\$ -	\$ 125,000.00	\$ 125,000.00
The Optimist Foundation of Greater Goulds	Goulds/Culter Manor Public Services	\$ -		\$ -	In-Kind	\$ -
Community Health of South Florida, Inc.	Goulds/Culter Manor Healthcare Access	\$ -		\$ -	In-Kind	\$ -
TOTAL		\$ 40,000,000.00	\$ 2,613,276.00	\$ 38,093,585.00	\$ 147,463,491.00	\$ 228,170,352.00



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(K)(2)

Please note any items checked.

- "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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(K)(2)
12-12-23

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY APPROVING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ACTIONS IN APPLYING FOR FISCAL YEAR 2022 CHOICE NEIGHBORHOODS IMPLEMENTATION GRANTS PROGRAM GRANT FUNDING FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) IN AN AMOUNT NOT TO EXCEED \$40,000,000.00, FOR HOUSING AND COMMUNITY IMPROVEMENT PROJECTS IN THE GOULDS AREA WITHIN COUNTY COMMISSION DISTRICT 9; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO (1) EXECUTE THE GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND HUD; (2) RECEIVE AND EXPEND SUCH GRANT FUNDS; (3) EXECUTE ADDITIONAL AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND THE LEAD IMPLEMENTATION ENTITIES, PRESERVATION OF AFFORDABLE HOUSING, INC. AND CARRFOUR SUPPORTIVE HOUSING, INC.; (4) EXERCISE THE PROVISIONS OF ANY SUCH AGREEMENTS AND DOCUMENTS, INCLUDING TERMINATION AND AMENDMENT PROVISIONS CONTAINED THEREIN, AS MAY BE REQUIRED FOR THE GRANT PROJECT; AND (5) EXECUTE ALL NECESSARY AGREEMENTS AND AMENDMENTS AS MAY BE REQUIRED FOR THE RECEIPT AND EXPENDITURE OF THE GRANT FUNDS, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND WAIVING RESOLUTION NO. R-130-06

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board ratifies and adopts the matters set forth in the accompanying justification memorandum as if fully set forth herein.

Section 2. This Board retroactively approves the County Mayor or County Mayor's designee's actions in applying for Fiscal Year (FY) 2022 Choice Neighborhoods Implementation Grants program grant funding in an amount not to exceed \$40,000,000.00 ("grant funds") from the United States Department of Housing and Urban Development (HUD), for the housing and community improvement projects in the Goulds area located within County Commission District 9, as provided for in Attachment 1 to the Mayor's memorandum.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the grant agreement between the County and HUD, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, subject to the approval of the County Attorney's Office for form and legal sufficiency. This Board further authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in such grant agreement, including termination and amendment provisions, so long as such amendments are consistent with the purpose of this resolution. This Board further authorizes the County Mayor or County Mayor's designee to execute other necessary documents as may be required by HUD for the grant project.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to receive and expend the grant funds, execute all necessary agreements and amendments as may be required for the receipt and expenditure of the grant funds, and exercise all provisions contained therein, subject to the approval of the County Attorney's Office for form and legal sufficiency.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to execute additional agreements between Miami-Dade County and the Lead Implementation Entities, Preservation of Affordable Housing, Inc. and Carrfour Supportive Housing, Inc., in substantially the form attached hereto as Exhibits B and C and incorporated herein by reference, subject to the approval of the County Attorney's Office for form and legal sufficiency. This Board further authorizes the County Mayor or County Mayor's designee to exercise the provisions

contained therein, including termination and amendment provisions, so long as such amendments are consistent with the purpose of this resolution. This Board further authorizes the County Mayor or County Mayor's designee to execute other necessary documents as may be required by HUD for the grant project.

Section 6. This Board waives the requirements of Resolution No. R-130-06, which requires all non-County parties to execute agreements prior to presentation to the Board for approval.

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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mmg

Melissa M. Gallo



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

August 25, 2023

SUBJECT: Transmittal of FY 2022 Choice Neighborhoods Implementation Grant Agreement

Dear Grantee:

Once again, congratulations on your selection to receive a FY 2022 Choice Neighborhoods Implementation Grant funding award. Your proposal is one of the best that embodies the goals of the Choice Neighborhoods program and shows your capacity to implement your Transformation Plan to transform your selected neighborhood. This letter transmits your FY 2022 Choice Neighborhoods Implementation Grant Agreement.

The Choice Neighborhoods team within the Office of Public Housing Investments (OPHI) will administer your grant. Your Team Coordinator will be your primary HUD contact person as you implement your Choice Neighborhoods grant and will be available to answer any questions you may have. The Choice Neighborhoods office is located at the following address:

U.S. Department of Housing and Urban Development
Office of Public Housing Investments
451 Seventh Street SW, Room 5150
Washington, DC 20410

Grant Agreement

One copy of your FY 2022 Choice Neighborhoods Implementation Grant Agreement and the Assistance Award/Amendment form (HUD-1044) are being sent along with this transmittal. These documents memorialize the agreements made between you and your Co-Applicant, as the Grantees, and HUD, and incorporates all documents relating to the grant, including the FY 2022 Notice of Funding Opportunity (NOFO), your application, and all subsequent documents. Please note that the terms of the Grant Agreement are not negotiable. In order to proceed with the processing of your Grant Agreement, please do the following:

1. Obtain a Board Resolution authorizing the Lead Grantee's Executive Director/executive officer to sign the HUD-1044.
2. The Executive Director/executive officer of the Lead Grantee signs and dates the HUD-1044 form in block 19. Only one copy of this form needs to be signed. The HUD-1044 form serves as the coversheet to the Grant Agreement.
3. The Executive Director/executive officer for both the Lead Grantee and Co-Grantee must sign the signature page in the Grant Agreement document. The signatures of the Executive Director/executive officer of the Lead Grantee and the Executive Director/executive officer of any Co-Grantee(s) must be provided on the same signature page (not separate signature pages).
4. The Lead Grantee and any Co-Grantee must also provide documentation in accordance with the "Conducting Business in Accordance with Ethical Standards/Code of Conduct" requirement

found in Section VI.B of the NOFO. All Federal recipients must develop and maintain written standards/codes of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Before entering into an agreement with HUD, each selected applicant must ensure an up-to-date copy of organization's code of conduct is available in the Code of Conduct e-library. HUD's Code of Conduct website URL is:

https://www.hud.gov/program_offices/spm/gmomgmt/grantsinfo/conductgrants. If the code(s) of conduct is on the website and information has not changed, please note that when you provide the other Grant Agreement-related documents.

5. Return the signed Grant Agreement, the HUD-1044 form, and a copy of the Board Resolution to Ms. Caroline Tatalovich by **Friday, October 13, 2023**. Please submit via email to Caroline.C.Tatalovich@hud.gov.

Once the Grant Agreement, copy of the Board Resolution, and copy of the code(s) of conduct are received by HUD, the Deputy Assistant Secretary for the Office of Public Housing Investments will sign and date the final signature block on the signature page of the Grant Agreement, which will be the effective date of the Grant Agreement. The original will be kept by the Department and an executed copy will be transmitted to you via e-mail to keep in your records and administer accordingly.

Transformation Plan Revisions

The selection of your organization for a Choice Neighborhoods grant does not necessarily mean HUD endorses each detail of the plan proposed in your application. The Choice Neighborhoods staff will work with you in the coming months to ensure that your Transformation Plan is fully developed, maximally effective, and legally and financially sound. You should expect your grant management team to help you to refine your Critical Community Improvements, Supportive Services, and Housing Plans.

Choice Neighborhoods Guidance

Your Choice Neighborhoods Team Coordinator will be your primary source of guidance and information about your Implementation Grant. In addition, HUD has posted information about accessing LOCCS and valuable information on the Choice Neighborhoods budget, procurement, mixed-finance development, promising practices, and other technical areas on the Choice Neighborhoods web site (www.hud.gov/cn). I urge you to familiarize yourself with the website and take advantage of the information posted there.

Drawdown of Funds

Once your Grant Agreement has been executed, you may request HUD to approve the first release of grant funds. This will be accomplished through the approval of your Choice Neighborhoods Implementation Grant budget form (form HUD-53236) as part of the Post Application Submissions listed in the Grant Agreement. In accordance with the Grant Agreement, eligible costs for reimbursement include those after the written notification of grant award. The official written notification date of your grant award is July 26, 2023. Please note that the first deliverable is submission of an updated budget and program schedule by November 24, 2023 (120 days from the Grant Award date). The initial eligible costs include those for predevelopment and supportive services, as stated in the Implementation Grant

Agreement. See Article VII for additional information on Choice Neighborhoods Budget and Funding Requests and Article VIII Project Drawdowns.

Authorization in LOCCS

In order to access grant funds, at least two staff members must be authorized for Choice Neighborhoods in LOCCS, HUD's grant payment system. Banking information also must be submitted to HUD. If you are not familiar with LOCCS, please refer to "Grantee Financial Instructions" which is posted on the Choice Neighborhoods website and which provides detailed information about LOCCS access, banking information, and completion of the Choice Neighborhoods voucher.

Expenditure of Choice Neighborhoods Funds

Your grant includes both FY 2022 and FY 2023 Choice Neighborhoods funding. Choice Neighborhoods funding is subject to the requirements established under 31 U.S.C. § 1552. In accordance with this statute, all FY 2022 funds must be expended by September 30, 2031, and all FY 2023 funds must be expended by September 30, 2032. Any funds that are not expended will be cancelled and recaptured by the Treasury and thereafter will not be available for obligation or expenditure for any purpose. Given the statutory requirement, Grantees should comply with their Program Schedule, developed in accordance with the time periods for implementation established in the Grant Agreement, and as approved by HUD.

Again, congratulations to your entire team. We look forward to working jointly with you and your partners in carrying out the transformation of severely distressed public and assisted housing and the surrounding neighborhood, and we thank you for your participation in the Choice Neighborhoods Initiative.

Sincerely,



Luci Blackburn
Choice Neighborhoods Director
Office of Public Housing Investments

Enclosures

Assistance Award/Amendment

U.S. Department of Housing
and Urban Development
Office of Administration

1 Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2 Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3 Instrument Number FL4D005CNG122	4 Amendment Number	5 Effective Date of this Action	6 Control Number
7 Name and Address of Recipient Miami-Dade County Department of Public Housing and Community Development 701 NW 1st Court, 16th Floor Miami, FL 33136		8 HUD Administering Office Office of Public Housing Investments Public and Indian Housing	
		8a Name of Administrator Marianne Nazzaro	8b Telephone Number 202-402-4306
10 Recipient Project Manager		9 HUD Government Technical Representative	
11 Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price	12 Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13 HUD Payment Office	
14 Assistance Amount		15 HUD Accounting and Appropriation Data	
Previous HUD Amount	\$	15a Appropriation Number	15b Reservation Number
HUD Amount this action	\$ 40,000,000	Amount Previously Obligated \$	
Total HUD Amount	\$ 40,000,000	Obligation by this action \$ 40,000,000	
Recipient Amount	\$	Total Obligation \$ 40,000,000	
Total Instrument Amount	\$ 40,000,000		

16 Description
FY2022 Choice Neighborhoods Implementation Grant
(grant type: Implementation)

HUD-Assisted Target Housing Site: Cutler Manor Apartments
Neighborhood: Goulds
Located In: Miami, FL

Unique Entity ID: ~~T6FLY8JPWK3~~ **J1CVZQ9GREMS**
EIN/TIN: 59-6000573
Unique Entity ID: T6FLY8JPWK3

Period of Performance Start Date: one day after HUD's signature on this form
Period of Performance End Date: 09/30/2032

17 <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18 <input type="checkbox"/> Recipient is not required to sign this document.	
19 Recipient (By Name)		20 HUD (By Name) Richard J Monocchio	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title <i>Richard J Monocchio</i> Principal Deputy Assistant Secretary	Date (mm/dd/yyyy) 7/26/23

FY 2022 Choice Neighborhoods Implementation Grant Agreement

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Exhibit A: Subrecipient and Contractor Certifications and Assurances

**FY 2022 Choice Neighborhoods
IMPLEMENTATION GRANT AGREEMENT**

This grant agreement (“Grant Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and the Lead and Co-Applicant(s) (“Grantee”). On July 26, 2023, HUD awarded the Grantee a Choice Neighborhoods Implementation Grant from fiscal year 2022 and fiscal year 2022 funds, for the implementation of a Transformation Plan (“Transformation Plan”) that is identified in this Grant Agreement below.

HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to the Grantee, in the total amount listed on the form HUD-1044, for the activities described in the Transformation Plan as defined in Article IV. Either the Lead Applicant or the Co-Applicant Grantee may be the designated entity with access to LOCCS for drawing down grant funds.

The assistance that is the subject of this Grant Agreement is authorized by, and required to be used in accordance with, Section 24 of the U.S. Housing Act of 1937, Consolidated Appropriations Act, 2022 (Public Law 117-103, approved March 15, 2022) and Consolidated Appropriations Act, 2023 (Public Law 117-328, approved December 29, 2022) (collectively the “Choice Neighborhoods Authorization”).

The form HUD-1044 and Exhibit A are incorporated into and subject to the terms of this Grant Agreement.

HUD and the Grantee hereby agree to be bound by the following terms and conditions of this Grant Agreement:

ARTICLE I. Grant Award Date and Period of Performance

The Grant Award Date is July 26, 2023. Except for Quarterly Reports, which are due according to the dates in Article XIII, all deliverables in the Grant Agreement are based on the Grant Award Date. The Period of Performance Start Date is July 27, 2023 (one day after the Grant Award Date) and the End Date is September 30, 2032.

ARTICLE II. Choice Neighborhoods Requirements

The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant Agreement in accordance with the following requirements, as such requirements now exist or as they may hereafter be amended (hereafter collectively referred to as the “Choice Neighborhoods Requirements”):

- A. the U.S. Housing Act of 1937, as amended (the “1937 Act”), as applicable, and all implementing regulations;
- B. Consolidated Appropriations Act, 2022 (Public Law 117-103, approved March 15, 2022) and Consolidated Appropriations Act, 2023 (Public Law 117-328, approved December 29, 2022);
- C. the Fiscal Year (FY) 2022 Notice of Funding Opportunity for the Choice Neighborhoods Initiative Implementation Grants published via Grants.gov on September 30, 2022 (the “Choice Neighborhoods Implementation NOFO”).
- D. 31 U.S.C. § 1552. In accordance with this statute, all FY 2022 funding must be expended by September 30, 2031, and all FY 2022 funding must be expended by September 30, 2032. Any funds that are not expended by that date will be cancelled and recaptured by the Treasury, and thereafter will not be available for obligation or expenditure for any purpose. In order to ensure funds are drawn from LOCCS by that date, HUD may provide additional guidance as the deadline approaches for when grantees should submit the final draw request (e.g., usually approximately two weeks prior to the expenditure deadline).
- E. In accordance with section 24(e)(2)(D) of the 1937 Act, Grantees must involve affected residents of the targeted public and/or assisted housing during the implementation process. Grantees are required to involve the affected public and/or assisted housing residents in the implementation of the Transformation Plan. This involvement must be continuous from the beginning of the planning process through the implementation and management of the grant. In addition to the statutory requirement, unless HUD indicates otherwise in writing, Grantees will be expected to undertake resident and community involvement in a manner and method at least as comprehensive as that described in the grant application.
- F. all executive orders applicable to the activities being conducted with funds provided under this Grant Agreement;

- G. the terms and requirements of this Grant Agreement, and any amendments or addenda thereto;
- H. all other applicable Federal requirements, including, without limitation, those set forth the FY 2022 and FY 2023 appropriations acts and those set forth in Appendix A; and
- I. all regulations, handbooks, notices, and policies applicable to the activities being conducted with funds provided under this Grant Agreement.

ARTICLE III. Program Overview

- A. Goals of the Choice Neighborhoods Program. The Choice Neighborhoods Program employs a comprehensive approach to neighborhood transformation. The program transforms neighborhoods of concentrated poverty into mixed-income neighborhoods of long-term viability by revitalizing severely distressed public and/or assisted housing; improving access to economic opportunities; and investing and leveraging investments in well-functioning services, effective schools and education programs, public assets, public transportation, and improved access to jobs. Choice Neighborhoods ensures that current residents benefit from this transformation by preserving affordable housing in the neighborhood or providing the choice to move to affordable housing in another neighborhood of opportunity. The purpose of this grant is to implement a Transformation Plan that has been developed through a local planning process and furthers the goals of the Choice Neighborhoods Program. The core goals of Choice Neighborhoods are:
 - 1. Housing:** Replace severely distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood;
 - 2. People:** Improve outcomes of households living in the target housing related to income and employment, health, and education; and
 - 3. Neighborhood:** Create the conditions necessary for public and private investment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community.

ARTICLE IV. Choice Neighborhoods Transformation Plan

- A. General. The Grantee's Choice Neighborhoods Transformation Plan ("Transformation Plan") consists of a document or documents reviewed and approved by HUD to govern the transformation of the neighborhood. The Transformation Plan should integrate effective strategies to implement public and/or assisted housing revitalization, the coordination and design of supportive services, including educational opportunities for children, and neighborhood-level planning to improve a range of neighborhood assets. The Transformation Plan should be created as part of a collaborative planning process that

involves neighborhood stakeholders and local governmental entities. The Transformation Plan should translate the three core goals of Choice Neighborhoods – Housing, People and Neighborhood – into a strategy that will direct investments, demonstrate the commitment among a range of public and private partners to address interdependent neighborhood challenges, utilize data to set and monitor progress toward implementation goals, and engage community stakeholders and residents in meaningful decision-making roles.

B. Components of the Transformation Plan. The Grantee’s Transformation Plan includes each of the following components, as needed for the Transformation Plan and as approved by HUD. Because some of these documents may be submitted to HUD for approval throughout the implementation of the Grant Agreement, an approved Transformation Plan shall be deemed to mean the most recent set of documents that have been submitted to (as set forth in this Article) and approved by HUD:

1. The Grantee’s Choice Neighborhoods application, submitted in response to the FY 2022 Choice Neighborhoods Implementation NOFO (the “Choice Neighborhoods Application”);
2. Post Application Submissions that HUD requires the Grantee to submit following HUD’s review of the Choice Neighborhoods application and/or as a result of a HUD site visit or kick off meeting regarding the redevelopment under this grant (“Development”), including but not limited to:
 - a. a Program Schedule, in accordance with the timeframes established in this Article;
 - b. a Choice Neighborhoods Budget (all phases) as described in Article VII;
 - c. a copy of the executed development services agreement (e.g., master developer agreement or similar document) with the Housing Implementation Entity;
 - d. any additional information required for HUD to approve demolition of the target public and/or assisted housing based on the Choice Neighborhoods application;
 - e. certifications and assurances; and
 - f. any other information or documentation that is not otherwise required under any other component of the Transformation Plan that is requested by HUD to supplement or refine information provided in the Choice Neighborhoods Application or to meet any terms or conditions of the Grant Agreement.

(Subparagraphs (a) through (f) are hereafter collectively referred to as, “Post Application Submissions.”)

3. a Supportive Services/People plan;

4. the Grantee's submissions to HUD in connection with an Endowment Trust, if applicable, in accordance with Article IV(J) (including but not limited to submission of a Choice Neighborhoods Endowment Trust Addendum);
 5. for public housing only, a Demolition Application, if applicable, as described in Article V;
 6. for public housing only, a Disposition Application relating to the Development, as described in Article V, to the extent applicable;
 7. a development proposal(s), as described in Article V;
 8. a homeownership proposal, as applicable, as described in Article V;
 9. a plan for Critical Community Improvements projects; and
 10. any amendment or modification of the foregoing, as approved in writing by HUD.
- C. Incorporation into Grant Agreement. As each component of the Transformation Plan is approved in writing by HUD, it will be deemed to be incorporated into this Grant Agreement.
- D. Time Periods for Implementation. The Grantee agrees to implement its Transformation Plan in accordance with the approved Program Schedule, including but not limited to the following time periods:
1. In accordance with the Choice Neighborhoods Implementation NOFO as incorporated by Article I(C) above.
 2. The Program Schedule, Choice Neighborhoods budget form, and copy of executed development services agreement are due to HUD within 120 days (weekends and holidays are not excluded) from the Grant Award Date. HUD reserves the right to require Grantee to make edits to the program schedule and budget to put them in a form and substance acceptable to HUD. HUD is requesting a copy of the development services agreement to ensure it has been executed, thus allowing the grantee and Housing Implementation Entity to move forward in a timely manner.
 3. Items identified in paragraph (B) of this Article must be submitted to HUD in accordance with the HUD-approved Program Schedule.
 4. Key Supportive Services programs and activities must be made available to residents within 60 days of the Grant Award Date. It is imperative that case management services begin immediately so that residents who will be relocated have time to participate in and benefit from Supportive Services activities before leaving the site; and that residents who

have already been relocated are able to participate in and benefit from Supportive Services activities.

5. The Grantee must submit the People/Supportive Services plan within 9 months of the Grant Award Date for HUD's review and approval.
 6. The Grantee must submit the Critical Community Improvements plan within 12 months of the Grant Award Date for HUD's review and approval.
 7. The closing of the first housing phase of development must take place within 15 months of the Grant Award Date. For this purpose, "closing" means all financial and legal arrangements have been executed and actual activities (construction, etc.) are ready to commence. The construction Notice to Proceed or equivalent must be issued no later than 90 days after the closing date, unless otherwise approved by HUD.
 8. Grantees must start housing rehabilitation/construction within 18 months of the Grant Award Date.
 9. Grantees are expected to complete replacement housing rehabilitation/construction by obtaining a certificate of occupancy or equivalent in accordance with a schedule approved by HUD. For units funded with Choice Neighborhoods funds, all grant funds must be expended by September 30, 2031, and September 30, 2032, for FY 2022 and FY 2023 funds, respectively. In accordance with the statutory deadline for expenditure of funds, HUD cannot approve an extension to this milestone.
- E. Time Extensions. All requests for extensions of the time periods for implementation listed in paragraph (D)(1)-(8) of this Article must be requested by the Grantee in advance of the deadline date. All requests for extensions must be made in writing to the Office of Public Housing Investments and will be reviewed and approved or disapproved by the Deputy Assistant Secretary for the Office of Public Housing Investments.

ARTICLE V. Transformation Activities and Requirements

- A. Program Activities and Requirements. Grantees must include the activities and program requirements listed in Section III.F of the Choice Neighborhoods Implementation NOFO in their Transformation Plan, some of which are restated in this Article for emphasis and/or with additional detail.
- B. One-for-one Replacement of Public and/or Assisted Housing. Each Transformation Plan must comply with the applicable one-for-one replacement requirement as stated in Section III.F.2.b of the Choice Neighborhoods NOFO. HUD recognizes that some Replacement Units may not be completed by the end of this grant term and without CN grant funding. However, the Grantee's responsibility to comply with the one-for-one replacement requirement continues even if the term of this grant is over.

C. Replacement Housing Development Activities.

1. All replacement units must be developed in mixed-income projects.
2. For replacement housing development activity under the Transformation Plan using grant funds (whether on-site reconstruction or off-site development), the Grantee must obtain HUD approval of a development proposal submitted under 24 CFR 905.606 (“Development Proposal”) and in accordance with the Cost Controls and Safe Harbor Standards for Rental Mixed-Finance Development, dated April 2003, or subsequent guidance.
3. Any RAD conversion must be done in accordance with the protocol for reviewing RAD/Choice Neighborhoods projects or subsequent guidance (available on the Choice Neighborhoods website).
4. For Replacement Units to be provided as PBVs in projects developed by an entity other than the Housing Implementation Entity, the PHA that administers the vouchers must comply with 24 CFR part 983. In addition, the Choice Neighborhoods office must review project information in advance of the AHAP or HAP contract to confirm the project satisfies the CN program requirements (e.g., is in a mixed-income development and, if located outside the target neighborhood, meets the location requirements set forth in the NOFO) in order for the units to count toward meeting the one-for-one replacement requirement.

D. Rehabilitation Activities. For rehabilitation and physical improvement of public housing and/or community facilities primarily intended to facilitate the delivery of community and supportive services for residents of the Development and residents of off-site replacement housing under the Transformation Plan, the Grantee will comply with 24 CFR part 905.

E. Affordable Housing Development Activities. Affordable housing (non-replacement, rental or homeownership, as defined in the NOFO) units developed with Choice Neighborhoods funds must be done in accordance with a proposal approved by HUD. Such units must be available to families earning 81-120 percent of AMI and grantees shall commit to an affordability period of at least 20 years. Affordable housing units must be in the same building with replacement units, except for buildings with one to four units total. Further, affordable housing units cannot include other funding that restricts incomes below 120 percent AMI (e.g., Low-Income Housing Tax Credits). The affordability restrictions shall be contained in a legally enforceable document recorded in the appropriate recorder’s office or registry of deeds and consistent with long-term viability of the project. HUD will review the development proposal in accordance with the regulations at 24 CFR part 905.606 and the Cost Controls and Safe Harbor Standards for Rental Mixed-Finance Development, dated April 2003, or subsequent guidance.

F. Demolition of Public Housing. Grantee cannot carry out nor permit others to carry out the demolition of the targeted public housing project or any portion of the project until HUD approves, in writing, through one of the following authorities ((1) - (3) of this section), and

until HUD has also: (i) approved a Request for Release of Funds submitted in accordance with 24 CFR part 58, or (ii) if HUD performs an environmental review under 24 CFR part 50, has approved the property for demolition, in writing, following its environmental review.

1. Information regarding demolition in the Choice Neighborhoods Application, along with Post Application Submissions requested by HUD after the award of the grant. Section 24(g) of the 1937 Act provides that severely distressed public housing that is demolished pursuant to a revitalization plan is not required to be approved through a demolition application under section 18 of the 1937 Act or regulations at 24 CFR part 970. If demolition approval was not obtained from HUD prior to award of this Choice Neighborhoods Implementation Grant, Grantees should obtain demolition approval pursuant to section 24(g) of the 1937 Act.
2. A demolition application under section 18 of the 1937 Act if secured prior to award of this Choice Neighborhoods Implementation Grant.
3. A section 33 Required Conversion Plan, in compliance with regulations at 24 CFR part 972, subpart A and other applicable HUD requirements. A Required Conversion Plan concerns the removal of a public housing project from a PHA's inventory.

G. Demolition of Multifamily Housing. For projects subject to a project-based section 8 Housing Assistance Payments ("HAP") contract, the Grantee will not engage in or permit the partial or total demolition of the project, or any activities related thereto, including any activities in preparation for such demolition, without the prior written consent of HUD. Such consent will not be provided until HUD has first approved (i) a proposal for preserving the project-based section 8 HAP contract consistent with applicable statutory authority (e.g., section 212(a) of the 2012 HUD Appropriations Act, or successor legislation; or section 8(bb)(1) of 1937 Act) and all related Departmental policies, procedures, and requirements; (ii) a proposal for project rehabilitation; and (iii) a replacement housing plan that provides for the orderly, temporary relocation of relocated families (e.g., based on the requirements of Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (Multifamily Emergency/Disaster Guidance), section 38-32C (Section 8 Pass Through)) that ensures decent, safe, and sanitary housing, consistent with 24 CFR part 5, subpart G (Physical Condition Standards and Inspection Requirements) and 24 CFR part, 200 subpart P (Physical Condition of Multifamily Properties), at the beginning of and throughout the relocation period.

H. Disposition of Public Housing. This section applies only to disposition of public housing.

1. Disposition of a severely distressed public housing site, by sale or lease, in whole or in part, must be done in accordance with section 18 of the 1937 Act and implementing regulations at 24 CFR part 970, as applicable.
 - a. RAD/18 blends. For CNI/RAD transactions that also utilize section 18 disposition authority, the dispositions must be done in accordance with section 18 and part 970.
 - b. RAD conversions. For CNI/RAD transactions utilizing RAD disposition authority, the dispositions must be done in accordance with H-2019-09 PIH-2019- 23 (HA), as it may be amended or superseded.
2. The Grantee will also comply with the provisions of its approved disposition application (the approved “Disposition Application”), unless otherwise modified in writing by HUD, and with the procedures for processing dispositions associated with mixed-finance projects as set forth by HUD.
3. A ground lease of one year or more that is not incident to the normal operation of a development is considered to be a disposition that is subject to section 18 of the 1937 Act.

I. Relocation.

1. General. The Grantee will provide suitable, decent, safe, and sanitary housing for each family required to relocate because of transformation activities under the Transformation Plan. Choice Neighborhoods grantees are expected to prepare a written plan for relocation and re-occupancy of residents which describes how the Grantee will: (1) inform residents of the target public and/or assisted housing of their right to return, and the specific counseling and supports that will be provided prior to and up to three years after initial relocation to ensure that all residents can maintain lease compliance and eligibility for units in the new development(s) to make a successful transition back to the revitalized neighborhood; (2) integrate comprehensive relocation and re-occupancy counseling and supports with the People Plan, so that residents of the target public and/or assisted housing receive the array of services they need to return to the revitalized housing or maintain stability in other housing of their choice; and (3) regularly communicate and collaborate with property management to ensure that case management supports are offered to households at risk of eviction. Grantees must track 100 percent of the relocated residents for at least five years after their initial move and report to HUD on relocation and re-occupancy metrics.
2. Relocation Plan for Public Housing Units. The Grantee must carry out its relocation activities in compliance with a relocation plan that conforms with the following statutory and regulatory requirements, as applicable (the “Relocation Plan”) for displacement or temporary relocation carried out as a result of:

- a. **Rehabilitation, acquisition, or demolition pursuant to section 24 of the 1937 Act** under an approved Transformation Plan is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.; 49 CFR part 24) (URA) and regulations at 24 CFR § 905.308 or successor part and must meet the requirements of the Choice Neighborhoods Implementation NOFO.
- b. **Disposition or demolition pursuant to section 18 of the 1937 Act** under an approved Transformation Plan is subject to section 18 of the 1937 Act as amended and 24 CFR 970.21. Section 18 demolition approval is only allowed for projects that received HUD demolition approval prior to award of this Choice Neighborhoods Implementation Grant. Relocation carried out as a result of demolition approval pursuant to section 24 must follow the URA, as noted above (even if there is a subsequent disposition approval).
- c. **Disposition pursuant to a Section 33 required conversion plan** is subject to Section 18 of the 1937 Act and 24 CFR part 971.
- d. **Demolition pursuant to a Section 33 required conversion plan** is subject to the URA.

If the project also utilizes Community Development Block Grant (CDBG) or HOME funds, section 104(d) of the Housing and Community Development Act of 1974 may also apply. Please refer to the Tenant Assistance Relocation and Real Property Acquisition Handbook (HUD Handbook 1378) for detailed information.

3. Relocation Plan for Non-Public Housing Units. Projects involving real property acquisition, rehabilitation or demolition are subject to the URA and the requirements of the Choice Neighborhoods Implementation NOFO. For projects subject to a project-based section 8 HAP contract, the Grantee will (i) secure or cause to be secured temporary replacement housing for displaced families; will ensure that (ii) the temporary housing is available for the entire duration of the displacement period; and (iii) the housing meets the requirements of 24 CFR part 5, subpart G (“Physical Condition Standards and Inspection Requirements”) and 24 CFR part 200, subpart P (“Physical Condition of Multifamily Properties”) at the beginning of and throughout the displacement period. To satisfy this requirement, the Grantee is encouraged to adopt the model and the related procedures in Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”) for the temporary relocation of section 8-assisted families necessitated by a natural disaster or other emergency. Based on this model and the related procedures, the Grantee is authorized to enter into a temporary lease for a unit in the same locale that meets the foregoing regulatory requirements on behalf of a displaced section 8-assisted family. During this period, the Owner of a property subject to a project-based section 8 HAP contract (“Owner”), whether the Owner is the Grantee or one of the Grantee’s partners, may voucher for the contract rent for that unit on a temporary basis. The Owner pays no more than the contract rent on the temporary dwelling until the resident’s permanent rental unit has been restored to habitable condition and the Owner notifies the resident that they may resume occupancy of their former unit. The resident is still responsible for the resident’s share of the rent. Should the displaced resident fail to return, the Owner may rent the repaired unit to an eligible section 8 applicant. Before

doing so, however, the Owner must inform the resident in writing that their assistance is terminated. In the event that the Owner rents the unit to an eligible section 8 applicant, the Owner must first terminate the “pass through” lease that the Owner executed on behalf of the displaced resident. In addition, should the temporarily relocated resident move from the temporarily leased unit before their permanent rental unit is repaired and made available for their return, the Owner can no longer voucher for the temporary unit and the resident is considered permanently housed. (See Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”).

J. Acquisition.

1. Site Acquisition Proposal. If a Grantee proposes to use Grant Funds to acquire vacant land (or land with existing dilapidated structures to be torn down prior to redevelopment) for the future development of new replacement housing units but is not yet prepared to submit a Development Proposal, the Grantee must submit a site acquisition proposal to HUD for review and approval prior to acquisition in accordance with 24 CFR 905.608. Once the Grantee finalizes its plan for development of the site, the Grantee must submit a Development Proposal to HUD for review and approval in accordance with 24 CFR 905.606.
2. Land for Replacement Units outside the target neighborhood. For acquisition of land for replacement housing outside the target neighborhood, Grantee must also comply with 24 CFR 905.602 (site and neighborhood standards).
3. Land for Economic Development-Related Activities. Acquisition of land for this purpose is eligible if the activities specifically promote the economic self-sufficiency of residents of the neighborhood, such as construction or rehabilitation of parks and community gardens, environmental improvements; or promoting economic development, such as development or improvement of transit, retail, community financial institutions, public services, facilities, assets, or other community resources. Limited infrastructure and site improvements associated with development retail, commercial, or office facilities, such as rough grading and bringing utilities to (but not on) the site, are eligible activities with prior HUD approval. Grantee may spend up to 15 percent of the total Choice Neighborhoods grant to pay the costs of non-housing capital costs as described above for Critical Community Improvements.

- K. Supportive Services. The Grantee must plan for and provide supportive services to original residents of the target housing, residents relocated from the target housing, and residents of the replacement units post-revitalization for the term of the Grant Agreement. Supportive Services programs and services must also be carefully planned so that they will be sustainable after the Choice Neighborhoods grant period ends. Original residents are those residents who lived in the targeted redevelopment site on the Grant Award Date. The Grantee and HUD will also work together to track the experiences and changing characteristics of revitalization development residents who live at the revitalized site. Supportive Services activities must be well integrated with the physical development process,

both in terms of timing and the provision of facilities to house on-site service and educational activities. The Grantee should provide final outcomes and metrics on Supportive Services as identified in the Transformation Plan. The Grantee will report to HUD on those outcomes and measure progress using those metrics as discussed in Article XIII. HUD will use these reports to determine if the Grantee has met their supportive service requirements as listed in their Transformation Plan. To the extent that the Grantee proposed Supportive Services to the surrounding neighborhood residents as part of the application, public housing and HUD assisted housing resident Supportive Services should be tracked in the same way or as proposed in the application.

1. Funding. Consistent with sections 24(d)(1)(L) and 24(j)(3) of the 1937 Act and the FY 2022 Appropriations, the Grantee may use an amount up to 20 percent of the total Choice Neighborhoods Grant to pay the costs of community and supportive service programs. The Grantee may spend additional sums on community and supportive services programs using donations, HUD funds made available for that purpose, or other Grantee funds.
 2. Supportive Services Endowment Trust. The Grantee may deposit up to 20 percent of the Choice Neighborhoods Grant amount (the maximum amount of the grant allowable for Supportive Services programs) into an endowment trust to provide Supportive Services activities (the “Endowment Trust”).
 - a. The Grantee may not draw down funds provided under this Grant Agreement for deposit into an Endowment Trust until it has a HUD-approved Endowment Trust plan and has executed with HUD an addendum to this Grant Agreement (the “Choice Neighborhoods Endowment Trust Addendum”), as directed by HUD. The Choice Neighborhoods Endowment Trust Addendum establishes the requirements governing the establishment, operation, and management of an Endowment Trust.
 - b. In reviewing the amount of the Grantee’s proposed allocation of Choice Neighborhoods Grant funds to an Endowment Trust, HUD will take into account the Grantee’s demonstrated ability to pay for current Supportive Services activities with Choice Neighborhoods or other funds, and the projected long-term sustainability of the Endowment Trust to carry out such activities.
 - c. Endowment Trust funds (including any non-Choice Neighborhoods funds donated or otherwise made available to the Endowment Trust, and any interest earned on Choice Neighborhoods and non-Choice Neighborhoods funds) may only be used for eligible and necessary Supportive Services activities.
 3. Although residents of the target housing and replacement units post-revitalization must be the primary beneficiary of Supportive Services, Supportive Services provided to the surrounding neighborhood residents, beyond public and HUD assisted housing residents, are an eligible use of funds.
- L. Administration, Fees and Costs. Reasonable costs for administration, planning, technical assistance, and fees and costs, as established by the Choice Neighborhoods Implementation Grants Budget Guidance and the Cost Control and Safe Harbor Standards guidance dated April 9, 2003, or successor document. These costs are limited to the costs of implementing

the Transformation Plan, as specifically approved by HUD, such as fees for architectural and engineering work, program management (if any), and reasonable legal fees. Grantee may not use Choice Neighborhoods Implementation Grant funds to pay for any implementation activities carried out on or before the date of the letter announcing the award of the Choice Neighborhoods Grant.

M. Right of Return. Each household who wishes to return to the on-site or off-site replacement housing may return if the tenant was lease-compliant at the time of departure from the target housing prior to relocation and continued to remain lease-compliant during the relocation period. This is a Choice Neighborhoods program requirement and not related to benefits provided in accordance with the URA. A returning tenant shall be provided a preference for occupancy of on-site or off-site replacement units before such units are made available to any other eligible households. **Accordingly, the Housing plan must provide an adequate number of replacement units that can be occupied by households with incomes up to 80 percent AMI (i.e., units that are not limited by another funding source that has a lower income limit).** The tenant also has the option not to occupy a replacement unit and may retain tenant-based voucher assistance, subject to appropriations and availability, provided under section 8(o) of the United States Housing Act of 1937 for relocation from the properties revitalized under this Grant Agreement. These preferences are retained even if the resident has already received permanent relocation benefits. This preference applies to residents that were relocated due to the redevelopment activity and remains available until the initial lease-up of the new units. Residents that voluntarily move prior to relocation do not have this right to return preference. Prior written approval for any new tenant-based voucher assistance, including but not limited to Tenant Protection Vouchers, is required prior to Grantee obtaining voucher assistance. If a household is “rightsized” (e.g., splits into two separate households) through the relocation resulting from Choice Neighborhoods, the original head of household will have the right to return. Once all of the original heads of household have been housed, the Grantee is required to offer the second household any units that are available. If no units are available, then the second household will be moved to the top of the waiting list. Both the original household and the second household are required to be lease-compliant at the time of relocation and throughout relocation.

N. Location of Replacement Housing.

1. Grantee’s Election of Requirements. A Grantee, at its election, separately regarding each site it proposes, will comply with the development regulations regarding Site and Neighborhood Standards (24 CFR § 905.602), or with the Site and Neighborhood Standards contained in this Article.
2. On-Site Replacement Housing (i.e., on the target housing site and/or in the target neighborhood). Because the objective of the Choice Neighborhoods program is to alleviate distressed conditions at the targeted development and in the target neighborhood, replacement housing under Choice Neighborhoods that is located within the target neighborhood will not require approval by HUD under Site and Neighborhood Standards.

3. Off-site Replacement Housing (i.e., outside of the target neighborhood but within the metropolitan area up to 25 miles from the target housing site). Replacement housing outside the target neighborhood must:
 - a. offer access to economic opportunities and public transportation and be accessible to social, recreational, educational, commercial, health facilities and services, and other municipal services and facilities that are comparable to those that will be provided in the target neighborhood;
 - b. be located in a census tract with a poverty rate below 30 percent;
 - c. NOT be located in an area of minority concentration. An area of minority concentration is defined as one where either of the following statistical conditions exists: the census tract's percentage of persons of a particular racial or ethnic minority is at least 20 points higher than the minority's percentage in the housing market area as a whole or the census tract's total percentage of minority persons is at least 20 points higher than the total percentage of minority persons in the housing market area as a whole; and
 - d. meet the site and neighborhood standards listed in 24 CFR 906.602(d).

- O. Research and Evaluation Cooperation. HUD and its contractors shall perform research and evaluation activities on the Choice Neighborhoods program, including interviews with the Grantee and community, review of grantee documents and data, surveys of assisted households and neighborhood residents, and documentation of changing physical conditions in the buildings and neighborhood. The Grantee shall make all reasonable efforts to cooperate with HUD and its contractors in carrying out these activities, including but not limited to facilitating interviews of Grantee's staff and partners, providing HUD's contractor with access to observe community meetings; to data systems, documents, and assisted and public housing residents; and to buildings for conducting physical inspections.

- P. Lobbying. The Grantee hereby certifies that no funds provided under this Grant Agreement will be expended for lobbying activities, as prohibited by 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 CFR part 87, as the same may be amended from time to time. The Grantee 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.

ARTICLE VI. Changes to the Transformation Plan

- A. Changes Requiring Prior HUD Approval. If the following activities in the application are to be modified or amended, the Grantee must request and obtain prior written HUD approval:
 1. the Program Schedule. The Grantee must inform HUD immediately, in writing, of any problems, delays or adverse conditions that will impair materially the Grantee's ability to comply with the Program Schedule, and include a statement of action taken, or proposed

to be taken, and any assistance needed to resolve the situation. HUD must approve any proposed changes to the Program Schedule that would modify any date or time period.

2. the form of program oversight or governance;
 3. the overall strategy for community involvement;
 4. the approved disposition;
 5. the approved demolition;
 6. the Housing plan, including the total number of housing units to be developed or rehabilitated (whether or not there is an associated budgetary revision requiring prior approval), the unit mix, the location of housing, the design, or any other changes that materially affect the Transformation Plan;
 7. the People plan to provide supportive services;
 8. the plan for Critical Community Improvements projects;
 9. changes in any Choice Neighborhoods Budget or phase budget that propose an increase or decrease in any line item, except as permitted by Article VI;
 10. an extension of the period of availability of the Choice Neighborhoods Grant funds provided under this Grant Agreement, not to go beyond the statutory timeframes;
 11. changes in the entities or individuals, including any key partners specified in the Transformation Plan as having key responsibilities for carrying out the Transformation Plan (or any component(s) of the Transformation Plan). Subgranting, subcontracting or otherwise obtaining the services of a third party to perform activities that are central to the purposes of the Transformation Plan will constitute such a change in entities or individuals; and
 12. changes requested by a subgrantee that relate to any of the itemized categories listed in paragraph (A) of this Article.
- B. Changes Requiring Grant Agreement Amendment. For the following types of revisions to the Transformation Plan, the Grantee must submit a written request to HUD and must receive HUD's written authorization prior to making any such changes:
1. change in the total dollar amount of the grant; and/or
 2. change in the Development for which funds provided under this Grant Agreement are made available.

Upon HUD's written approval, the change will be implemented by the execution of an amendment to this Grant Agreement and shall consist of a revised Form HUD-1044 if there is a change in the dollar amount of the grant.

C. Waiver Requests.

1. Standard for Approval. The activities to be conducted under this Grant Agreement are subject to the terms of this Grant Agreement and the Choice Neighborhoods Requirements. Nevertheless, HUD seeks innovative solutions under the Choice Neighborhoods Program to the long-standing problems of severely distressed public and assisted housing developments located in neighborhoods of concentrated poverty, and will consider granting a waiver of specific regulatory requirements, provided that:
 - a. such a waiver would be consistent with applicable statutory requirements; and
 - b. the Grantee is able to demonstrate good cause to support HUD's granting of such a waiver.
2. Waiver Request Procedure. If the Grantee wants HUD to approve a waiver of a regulatory requirement, it must submit a request with sufficient information and justification to enable HUD to make a determination of good cause for granting any such request to deviate from existing regulations. Until such time as the Grantee requests and HUD, in its discretion, approves any such requests in writing, the Grantee does not have authority to implement the activities described in the Choice Neighborhoods Application to which the request for approval applies (or for which a request for approval is needed).

ARTICLE VII. Choice Neighborhoods Budget and Funding Requests

- A. Budget. The Grantee must ensure that funds provided under this Grant Agreement are expended in accordance with the Choice Neighborhoods Requirements and a Choice Neighborhoods Budget. Each Grantee must submit to HUD for approval a Choice Neighborhoods Budget as part of the Post Application Submissions. The Choice Neighborhoods Budget allocates ALL Choice Neighborhoods Grant funds into Budget Line Items. The Choice Neighborhoods Budget will serve as the primary budget and may be subject to revision. Grantees should consult the "Implementation Grant Budget Guidance" posted to the Choice Neighborhoods website (www.hud.gov/cn) for detailed description of eligible activities and in which BLI each cost is categorized.
- B. Budget Form. Each budget submitted in accordance with paragraph (A) of this Article must be submitted on the Choice Neighborhoods Implementation Grants Budget Form (form HUD-53236). Part I must be signed and dated by the Lead Grantee, and Part II must include a detailed description of the uses of the funds. Grantees should also track their leveraged fund expenditures and maintain this information on file should HUD request it.
- C. Pre-Grant Agreement Execution Costs. After the execution of this Grant Agreement, the Grantee may include in its Choice Neighborhoods Budget, and the Grantee may draw down funds for, costs that were incurred prior to execution of this Grant Agreement, provided that

such costs were incurred after the Grant Award Date, are directly associated with the activities to be funded under this Choice Neighborhoods Grant, and are approved as reasonable and eligible by HUD.

D. Predevelopment Costs.

1. Funding Requests. The Grantee may request a Choice Neighborhoods Grant funds for predevelopment costs by submitting the Choice Neighborhoods Budget to HUD. Funds may be drawn down for eligible Predevelopment Costs (as defined in subparagraph (2) below), subject to receiving HUD approval and the requirement for an environmental review in accordance with the provisions of this Grant Agreement.
2. Eligible Predevelopment Costs. Eligible predevelopment costs (“Predevelopment Costs”) may include funds for:
 - a. administration costs related to having additional and/or existing staff work on the Choice Neighborhoods Grant;
 - b. fees and costs related to procuring goods and services from third parties in connection with eligible predevelopment activities such as architectural and engineering (A&E) fees;
 - c. resident relocation;
 - d. supportive services costs, including costs dedicated to case management and services;
 - e. costs associated with carrying out environmental reviews, in accordance with 24 CFR § 58.23; and
 - f. site remediation and demolition costs, provided that HUD has notified the Grantee in writing of the approval.
3. Predevelopment Funds. Upon review and approval of the Choice Neighborhoods Budget as described in this Article, HUD will make the approved predevelopment funds available to the Grantee for drawdown in LOCCS. The Grantee will ensure that the funds are expended in conformance with the HUD-approved Predevelopment Budget.

E. Program Income. Program Income is defined in 2 CFR § 200.1, or successor regulation. If the Grantee receives program income:

1. Prior to grant closeout program income from repayment of loans, sale of homeownership units, and/or other sources:
 - a. must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes, unless otherwise approved by HUD; and
 - b. must be used for eligible activities authorized under this Grant Agreement before the Grantee may draw down additional cash payments from the Choice Neighborhoods Grant.
2. after grant closeout, program income from repayment of loans, sale of homeownership units, and/or other sources the program income must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes. Before the grant is closed out, Grantee will provide a plan to HUD for how program income will be

reinvested, in a form and substance that is acceptable to HUD. HUD will determine with the Grantee what the sources of program income are.

The language of this provision, article VI (E)(2), shall survive grant close-out and termination of this Grant Agreement.

ARTICLE VIII. Project Drawdowns

A. LOCCS Payment System. Consistent with 2 CFR Part 200, the Grantee will request all drawdowns of Choice Neighborhoods Grant funds under the Line of Credit Control System (e-LOCCS), unless and until another payment system is designated by HUD. The Grantee will comply with all rules, guidelines, and notices established for Choice Neighborhoods under LOCCS, or any substitute system, in connection with any drawdown of Choice Neighborhoods Grant funds. If HUD designates a different payment system, it will be based upon the provisions of 2 CFR § 200.305.

B. Drawdowns.

1. The Grantee may draw down Choice Neighborhoods Grant funds for a Budget Line Item (BLI) in an amount up to 100 percent of the amount of that BLI that HUD has approved and made available for drawdown.
2. Any request for funds in excess of 10 percent of the entire grant amount in any month must be approved by HUD. The Grantee must submit copies of the invoices supporting the drawdown amount to the Team Coordinator for review.

C. Drawdown Consequences of Default.

1. Withholding of Payments. HUD may withhold payments in accordance with 24 CFR § 200.339.
2. Grantee Representations. Each drawdown request by the Grantee will constitute, and be deemed to be, a representation that the Grantee is not in default under this Grant Agreement (except as the Grantee previously may have disclosed to HUD in writing).
3. Overdue Reports. HUD may elect to suspend draws under this Grant Agreement during any period in which the Grantee has failed to file with HUD any quarterly report.

ARTICLE IX. Matching and Leveraged Funds

A. Match Requirements. In accordance with section 24(c) of the 1937 Act (42 U.S.C. 1437v(c)),

1. Grantee must have secured a match in the amount of 5 percent of the grant amount in cash or in-kind donations.
 2. Additional Supportive Services Match. Up to 20 percent of the Choice Neighborhoods grant may be used for supportive services activities. However, if the Grantee is using more than 5 percent of the grant funds for supportive services activities, funds (cash or in-kind donations) from sources other than Choice Neighborhoods must be secured for the amount between 5 and 20 percent of the grant that Grantee will use for supportive services activities. These resources must be NEW commitments in order to be counted for match.
- B. Match Donations and Leverage Resources. Grantee shall keep documentation on matching and leveraged funds during the term of this Grant Agreement and shall provide this documentation in a format acceptable to HUD upon request by HUD, until the closeout of this grant. The documentation should show that the funds are secured and the Grantee should keep records showing how those funds have been expended over time.

ARTICLE X. Grantees, Subrecipients, and Contractors

A. General Grantee Responsibilities.

1. Implementation Team. The Grantee agrees to promptly assemble a competent implementation team, if it has not already, to assist in working with the Grantee's partners and coordinating all phases of the implementation process.
2. Choice Neighborhoods Requirements. The Grantee shall ensure that any entity to which it makes grant funds available will comply with the Choice Neighborhoods Requirements.
3. Required Certifications.
 - a. The Grantee must ensure that all subrecipients and contractors execute an original document in the form of Exhibit A to this Grant Agreement at the time the Grantee executes any contract with any subrecipient or contractor to provide goods or services under this Grant Agreement. The Grantee will retain the executed original certificate together with the executed contract documents.
 - b. Grantees that are public housing authorities (PHA Grantee) must ensure that the requirements contained in the General Conditions for Non-Construction Form (Form 5370-C) are included in any solicitation in connection with non-construction contracts that will be made by the PHA Grantee and paid for with assistance under this Grant Agreement. Such conditions must also be included in any non-construction contract entered into by the PHA Grantee.
 - c. Certifications required by 2 CFR 200.415.

B. Administrative Requirements

1. 2 CFR part 200. Grantees, subrecipients, and contractors are subject to the administrative requirements of 2 CFR part 200, as they may be amended from time to time, as applied by Article X.C.-E. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the NOFO or Grant Agreement, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.

C. Administrative Requirements for Grantees. Public housing authority, local government, Indian tribe, and non-profit entity grantees are subject to 2 CFR Part 200.

D. Administrative Requirements for Subrecipients and Related Agreements

1. Public housing authority, local government, Indian tribe, and non-profit subrecipients are subject to the requirements of 2 CFR Part 200.
2. For-profit subrecipients are subject to the requirements of 2 CFR Part 200, Subparts A-E. The Grantee is responsible for establishing audit requirements consistent with 2 CFR 200.501(h).
3. Suspension and Debarment. Subrecipients are subject to the requirements of 2 CFR 200.214.
4. Grantee Responsibilities Regarding Subrecipients. Grantees will be responsible for:
 - a. ensuring that subrecipients are aware of the requirements imposed upon them by Federal statutes, regulations, and this Grant Agreement;
 - b. ensuring that all subrecipient agreements include any clauses required by Federal statutes and their implementing regulations and executive orders; and;
 - c. monitoring subrecipients' performance to ensure compliance with this Grant Agreement.

E. Administrative Requirements for Contractors and Subcontractors and Related Contracts.

1. Grantee Responsibilities Regarding Contractors and Subcontractors. Grantees that are subject to 2 CFR Part 200 as described in (B)(1) of this Article will be responsible for the following:
 - a. Grantee shall obtain the services of a for-profit entity through a competitive procurement under 2 CFR Part 200. However, if the Grantee can demonstrate to HUD that the services to be provided by the for-profit entity can be obtained only from that one source, the Grantee may request HUD approval to select the entity under a non-competitive procurement in accordance with 2 CFR 200.320(c).
 - b. Consultant Services. Grantees shall obtain consultant services provided under an independent contractor relationship pursuant to 2 CFR Part 200.

2. Trigger for the Submission of Contracts. Contract documents must be submitted to HUD for prior approval if required by 2 CFR Part 200, Subpart D, or if requested by HUD. Any modification of such contracts is also subject to HUD's written approval before execution.
3. Debarred or Suspended Parties. Contractors must comply with 2 CFR 200.214.

ARTICLE XI. No Third-Party Rights

The Grantee and HUD are the sole parties to this Grant Agreement and do not intend to create any third-party beneficiaries to this Grant Agreement. Nothing in this Grant Agreement may be construed as conferring the status of third-party beneficiary upon the residents; and in no event shall any entity other than the Grantee have direct rights to the Choice Neighborhoods funds provided for under this Grant Agreement.

ARTICLE XII. Conflict of Interest

- A. Prohibition. The Grantee shall comply with the conflict of interest requirements in 2 CFR 200.318. No person who is an employee, agent, officer, or elected or appointed official of the Grantee or member of his immediate family and who exercises any functions or responsibilities with respect to activities assisted under this Choice Neighborhoods Grant may have a direct interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder.
- B. HUD-Approved Exception.
 1. Standard. HUD may grant an exception to the prohibition in paragraph (A) of this Article on a case-by-case basis when it determines that such an exception will serve to further the purposes of Choice Neighborhoods and its effective and efficient administration.
 2. Procedure. HUD will consider granting a regulatory waiver only after the Grantee has provided a written request which provides a disclosure of the nature of the conflict, accompanied by:
 - a. an assurance that there has been public disclosure of the conflict;
 - b. a description of how the public disclosure was made; and
 - c. an opinion of the Grantee's attorney that the interest for which the exception is sought does not violate State or local laws.
 3. Consideration of Relevant Factors. In determining whether to grant a requested exception under paragraph (B) of this Article, HUD will consider the cumulative effect of the following factors, where applicable:
 - a. whether the exception would provide a significant cost benefit or an essential degree of expertise to the Transformation Plan that would otherwise not be available;

- b. whether an opportunity was provided for open competitive bidding or negotiation;
- c. whether the person affected is a member of a group or class intended to be the beneficiaries of the Transformation Plan and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- d. whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process, with respect to the specific activity in question;
- e. whether the interest or benefit was present before the affected person was in a position as described in paragraph (A) of this Article;
- f. whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g. any other relevant considerations.

ARTICLE XIII. Reporting Requirements

A. Quarterly Report.

1. The Grantee will submit to HUD a Quarterly Report as prescribed by HUD in accordance with the schedule established by HUD, presently 21 calendar days after the end of each quarter, with the first report due after the quarter ending December 31, 2023. In the Quarterly Report the Grantee will report at a minimum the progress of their grant, including but not limited to progress against their schedule and budget, expenditures to date, a narrative statement on their progress, progress on priority outcomes as described in the Choice Neighborhoods Implementation NOFO, progress against the priority metrics identified by HUD, and description of financing secured to date for implementation. The Grantee should also include, as appropriate, best practices and lessons learned from the date of the prior Quarterly Report. Upon expenditure of all Choice Neighborhoods grant funds, grantees must continue to report on all metrics in the Inform system, or its successor, quarterly and annually, through the first quarter of the next calendar year. After that, grantees must continue to report quarterly on certain Housing, Neighborhood, and People metrics until all housing units (replacement and non-replacement) included in the Housing Plan are complete. Upon completion of all housing units, Grantees will no longer be required to report in Inform.
2. Failure to submit to HUD a timely Quarterly Report will result in a suspension of Choice Neighborhoods Grant funds in LOCCS until such time as the report is received and approved by HUD, and/or any other default remedy authorized by Article XIV.

B. Obligations and Expenditures. The Grantee must enter cumulative obligation and expenditure data into LOCCS by the due dates established by HUD, whether or not there has been any change in the cumulative amounts since the end of the last quarter.

C. End of Grant Report. Grantees are required to submit an end of grant report which discusses their overall success in transforming the target neighborhood and supporting positive

outcomes for residents and reproducible before and after photographs. The end of grant report must be submitted to HUD by April 30 of the year following the September grant expenditure deadline.

- D. Program Income Reporting. Until all housing units in the Housing Plan are complete and/or for the remainder of the 15-year program income period, grantees must separately track all sources and uses of Program Income. HUD reserves the right to request an accounting of Program Income funds during this time.
- E. Additional Information Requests. The Grantee will comply with all other reporting requirements from time to time established by HUD, in its sole discretion, in connection with the Choice Neighborhoods Program. The Grantee will also fully cooperate with all reasonable information gathering requests made by HUD or contractors of HUD in the course of authorized evaluations of the Choice Neighborhoods Program; and
- F. Additional Requirements. The Grantee agrees to comply with all other terms and conditions HUD may establish to administer, monitor, or evaluate the Choice Neighborhoods Program in an effective and efficient manner. Notwithstanding the foregoing, however, except as provided in Article XV, HUD hereafter will not establish any additional terms and conditions without:
 - 1. consideration of the burden imposed on the Grantee by such conditions or requirements;
 - 2. consideration of the availability of less burdensome conditions or requirements; and
 - 3. in the case of a term or condition applicable solely to the Grantee, consulting in advance with the Grantee.

ARTICLE XIV. Technical Assistance

- A. Site Visits. The Grantee acknowledges and agrees that HUD, or its designees, may conduct site visits and inspections as deemed necessary by HUD based upon the Grantee's needs in implementing the Transformation Plan or the needs of the Choice Neighborhoods Program. Technical assistance site visits may be provided by HUD or its designees in response to requests from the Grantee or based upon demonstrated needs of the Choice Neighborhoods Program.
- B. HUD Assessment. HUD representatives will visit the site and make an assessment of any technical assistance and/or training that the Grantee may require for the implementation of the Transformation Plan. HUD will consult with the Grantee in determining the Grantee's specific technical assistance and training needs and will carry out subsequent on-site assessments, as necessary.

- C. Technical Assistance Provider. If HUD determines, in its discretion, that technical assistance and/or training is necessary for the implementation of the Transformation Plan, it will assign a technical assistance provider to work with the Grantee for this purpose.
- D. Grantee Training/Technical Assistance. The Grantee agrees to use its best efforts to attend any training and to accept any technical assistance provided or sponsored by HUD.

ARTICLE XV. Unsatisfactory Performance/Default

- A. In accordance with Section 24(i) of the 1937 Act, if the Grantee defaults under this grant agreement, HUD may withdraw any unobligated grant amounts and may pursue other actions as described in this Article. HUD shall redistribute any withdrawn amounts to one or more other applicants eligible for Choice Neighborhoods assistance or to one or more other entities capable of proceeding expeditiously in the same locality in carrying out the Transformation Plan of the original Grantee, subject to provisions of the appropriations law. This section applies to all Grantees regardless of their status as a local government, PHA, nonprofit, or other entity.
- B. Default. Each of the following events or occurrences, to the extent it constitutes a material breach or occurrence, may constitute a default by the Grantee under this Grant Agreement, as determined by HUD in its sole discretion:
 - 1. use of funds provided under this Grant Agreement for any purpose, in any manner or at any time, other than as authorized by this Grant Agreement;
 - 2. failure to comply with the Choice Neighborhoods Requirements or any other Federal, State, or local laws, regulations, or requirements applicable in creating the Transformation Plan;
 - 3. failure to make any submission under Article III, perform any obligation, or otherwise fail to proceed in a manner consistent with the Transformation Plan, (including, without limitation, failure to accomplish an activity by the date specified in the Program Schedule);
 - 4. any material misrepresentation in any of the required submissions, including, without limit, any misrepresentations in any of the submissions required by Article III(B); or
 - 5. failure to comply with, or any material breach of, any other requirements, conditions, or terms of this Grant Agreement.
- C. Notice of Default and Action(s) to Cure.
 - 1. General. HUD will give the Grantee written notice of any default. The notice will give the Grantee the opportunity to cure such default within 30 days of the date of the notice, or to demonstrate within this time period, by submitting substantial evidence satisfactory

to HUD, that it is not in default. If the default is not able to be cured within the 30-day period, the Grantee will demonstrate, to HUD's satisfaction, that the Grantee has taken actions necessary to cure the default and that the default is curable within 90 days from the date of the default notice. Additionally, the Grantee must agree to carry out such cure diligently and to complete the cure within the 90-day period.

2. Immediate Default. Notwithstanding the provisions of paragraph (C)(1) of this Article, HUD in its sole discretion may place the Grantee into immediate default for not being in compliance with its Program Schedule or for non-compliance with Choice Neighborhoods requirements once written notification of default has been provided to the Grantee. At that time, HUD may immediately begin imposing consequences of default, including specifically the suspension of draws of the Choice Neighborhoods grant.
3. Imminent Threat. Notwithstanding the provisions of subparagraph (C)(1) of this Article concerning the opportunity to cure defaults, if HUD reasonably determines that there is an imminent threat that the Grantee will expend additional Choice Neighborhoods Grant funds in violation of the provisions of this Grant Agreement, HUD may implement the remedial action provided for under subparagraph (C)(4)(i) of this Article to prevent any such unauthorized expenditure until such time as the Grantee has complied with the cure provisions set forth above. HUD will implement such remedial action by written notice set forth either in the notice of default given under paragraph (C)(1) of this Article or by subsequent written notice to the Grantee. An imminent threat is not an immediate default.
4. Consequences of Default. If the Grantee fails to cure all defaults specified in the notice of default within the time periods set forth in paragraph (C)(1) of this Article, or fails to diligently pursue or complete any cure as provided in paragraph (C)(1), HUD may take any of the following remedial actions, upon written notice to the Grantee:
 - a. requiring a Grantee in default to provide evidence to HUD of acceptable performance over such period of time as specified by HUD and to obtain written approval from HUD to proceed to the next phase of activities;
 - b. requiring additional, more detailed financial reports;
 - c. requiring additional project monitoring;
 - d. requiring the Grantee (or subrecipient) to obtain technical or management assistance;
 - e. establishing additional prior approvals;
 - f. require the Grantee, within a time period established by HUD, to prepare a revised Program Schedule, obtain HUD's approval thereto, and follow such revised Program Schedule to complete the activities under the Grant Agreement;
 - g. require the Grantee, within a time period established by HUD, to revise any activity under the Grant Agreement in order to successfully complete the activities under the Grant Agreement in a manner satisfactory to HUD, including, without limitation, exclusion or revision of affected activities, revision of the Choice Neighborhoods Budget as necessary, and substitution of other eligible activities;
 - h. require submission of additional documentation before any additional request for funds will be approved;

- i. temporarily suspend the Grantee’s authority to draw down Choice Neighborhoods Grant funds for affected activities, or at HUD’s sole discretion for all activities, pending action to cure the defaults;
 - j. disallow use of Choice Neighborhoods Grant funds for all or part of the cost of the activity or action not in compliance;
 - k. recover amounts determined by HUD to have been improperly expended, including any property obtained by the Grantee with such grant funds;
 - l. require reimbursement by the Grantee for Choice Neighborhoods Grant funds determined by HUD to have been improperly expended;
 - m. make arrangements satisfactory to HUD, in its sole discretion, for use of an entity other than the Grantee to carry out activities assisted under the Grant Agreement, including requiring the Grantee to assign any outstanding contracts obligating grant funds to another entity.
5. Additional Enforcement Actions. If HUD determines that the remedial actions taken by HUD under paragraph (C)(4) of this Article have not been effective in curing the default, or if the Grantee has not complied with the requirements imposed by HUD under paragraph (C)(4) and has not otherwise cured the default, or if HUD exercises its discretion under subparagraph (C)(2) of this Article to institute any of the following actions, HUD may take any of the following remedial or enforcement actions (in addition to any of the remedies permitted under paragraph (C) of this Article upon written notice to the Grantee):
- a. reduce the Choice Neighborhoods Grant in the amount affected by the default;
 - b. terminate the Choice Neighborhoods Grant as to all further activities and initiate closeout procedures;
 - c. recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
 - i. If the basis for the Grantee’s default is its failure to comply with the reasonable time periods established by HUD under Article III(D), HUD shall, in accordance with section 24(i) of the 1937 Act, and unless otherwise approved by HUD under paragraph (C)(3) of this Article, recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
 - ii. If the Grantee fails to comply with the reasonable time periods established in Article IV(D), HUD may take into account whether factors beyond the Grantee’s control are the cause of the delay.
 - d. take action against the Grantee under 24 CFR part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards; and
 - e. take any other available legal or equitable remedial action, including, but not limited to, any remedial actions available under a PHA’s ACC and/or premised on HUD’s interest in the housing development established in the relevant Declaration of Trust or Declaration of Restrictive Covenants or housing assistance contract, as applicable.
6. Delinquent Federal Debts. Consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a negotiated repayment schedule which is not delinquent or have made other arrangements satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90 days of notification of selection, HUD will not make an award of funds to the Grantee,

but offer the award to the next eligible Grantee. Applicants selected for funding, or awarded funds, must report to HUD changes in status of current agreements covering federal debt. If a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed, the Grantee will be considered to be in default under this Agreement.

ARTICLE XVI. Funding Obligation Date, Date of Funding Availability and Effective Date

The date of obligation of the funding to the Grantee under this Grant Agreement is the date HUD signed the form HUD-1044. The effective date of the Grant Agreement and date of fund availability is the date that HUD signs the signature page of the Grant Agreement (See Article XIX).

ARTICLE XVII. Project Close-Out

A. Termination of Disbursements Letter. Within 120 days after completion of all grant funded activities, the Grantee will initiate close-out, in accordance with procedures established by HUD, by submitting a Termination of Disbursements letter, which states that:

1. The Grantee has completed all activities to be performed using Choice Neighborhoods Implementation Grant funds.
2. All requirements of the Grant Agreement have been met.
3. All obligated Choice Neighborhoods grant funds have been disbursed; and
4. The Grantee will abide by any continuing Federal requirements;

At HUD's option, the Grantee may delay initiation of close-out until the resolution of any HUD monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.

B. Preliminary Closeout Materials. The Grantee must submit the following Preliminary Close-Out Materials along with the Termination of Disbursements Letter:

1. Final Choice Neighborhoods Budget;
2. Actual Choice Neighborhoods Cost Certificate (Cost Certificate) (Form HUD-50163), which summarizes the information on the Financial Status Report and serves as the document that officially closes out the grant.
3. Program Income Plan. A Plan for the use of Program Income funds, which indicates the anticipated sources and uses of Program Income, must be submitted. Following close-out, Grantees must comply with the conditions of the Program Income Plan for a period

of 15 years from the final approval date on the ACNCC. Funds from each source of Program Income must be tracked separately. Funds must be deposited in an interest-bearing account in an FDIC insured institution. During the 15-year period, no more than 10 percent of Program Income may be used for administrative purposes.

4. Supportive Services Sustainability Plan. Grantees must submit a Supportive Services Sustainability Plan, which discusses how supportive services for residents will be maintained after all Choice Neighborhoods funds have been expended. While HUD does not have a required format, see Attachment 2 for elements which should be addressed. Grantees who already have a HUD-approved Endowment Trust Plan do not need to submit a Supportive Services Sustainability Plan unless additional information is requested by HUD.
5. Housing Plan and Schedule. Grantees must submit a brief narrative describing the status of their Housing Plan, including progress on the grantee's one-for-one unit or bedroom replacement requirement, as well as non-replacement units. The submission should include a chart which reflects the unit count and composition by phase.

C. HUD Review of Preliminary Close-Out Materials. HUD will review Preliminary Close-Out Materials to confirm that:

1. The amounts on the final Choice Neighborhoods Budget and Cost Certificate agree as to funds approved, obligated, and expended.
2. The amount of funds approved and disbursed on the Cost Certificate agrees with HUD records in LOCCS.
3. If HUD disbursed more funds than the Grantee expended, the Grantee will immediately remit to HUD the excess funds, without waiting for completion of the final audit.
4. The Program Income Plan provides the requested information and complies with Program Income requirements of the Grant Agreement.
5. The Sustainability Plan provides the requested information and demonstrates a sound strategy for continuing to provide needed supportive services to residents.
6. The Housing Plan and Schedule provides the requested information and demonstrates that the Grantee will be able to complete its housing obligations.

D. Final Audit. Following HUD approval of the Preliminary Close-Out Materials, Grantees that are not for-profit entities must conduct a final audit of the Implementation Grant in accordance with the requirements of 2 CFR part 200, subpart F and forward the audit to HUD for approval. For-Profit Grantees must conduct a final audit of the Implementation Grant in accordance with 2 CFR 200.501(h) and forward the audit to HUD for approval.

- E. Cost Certificate. Upon receipt of the final audit, the designated HUD official will execute the Cost Certificate once HUD determines to its satisfaction that:
1. the expenditure of funds provided under this Grant Agreement was allowable and reasonable, as determined by the final audit;
 2. the activities to be completed using Choice Neighborhoods Grant funds were completed, as required by the Grant Agreement; and
 3. all Federal requirements were satisfied.
- F. Final Close-Out. Following execution of the Cost Certificate, any funds remaining in the Implementation Grant will be recaptured by HUD. A Post-Audit Date will be entered into LOCCS and the grant will be closed.
- G. Close-Out Procedures on the Choice Neighborhoods website. Grantees must follow the detailed Close-Out Procedures for the Choice Neighborhoods program, as posted to the Choice Neighborhoods website, including procedures for the Final Choice Neighborhoods Close-Out Approval.

ARTICLE XVIII. Points of Contact

Any correspondence related to this Grant Agreement should be directed to the following points of contact for HUD, the Lead Grantee, and any other Grantees:

For the U.S. Department of Housing and Urban Development:

Marianne Nazzaro

Deputy Assistant Secretary, Office of Public Housing Investments

U.S. Department of Housing and Urban Development

451 7th Street, SW Room 4130

Washington, DC 20410

For the Lead Grantee:

Mr. Alex Ballina

Executive Director

Miami-Dade Public Housing and Community Development

701 NW 1st Court

Miami, FL 33136

Article XIX. Signature Page

Alex Ballina
Executive Director
Miami-Dade Public Housing and Community Development

Marianne Nazzaro
Deputy Assistant Secretary
Office of Public Housing Investments
U.S. Department of Housing and Urban Development

Date

Appendix A

Additional statutory, regulatory, and other requirements with which Grantee must comply as applicable include:

1. Fair Housing Certifications, as the same maybe amended from time to time, and any additional Fair Housing requirements that may become applicable:
 - A. the Fair Housing Act (42 U.S.C. §§ 3601-19) and regulations pursuant thereto 24 CFR part 100;
 - B. Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107);
 - C. the fair housing poster regulations (24 CFR part 110) and advertising guidelines (24 CFR part 108);
 - D. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and regulations pursuant thereto (24 CFR part 1) relating to nondiscrimination in housing;
 - E. 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 CFR part 146);
 - F. 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 CFR part 8) or the 2010 ADA Standards for Accessible Design;
 - G. the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and its implementing regulation at 28 CFR part 35;
 - H. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 CFR part 40);
 - I. Accessible Technology. Section 508 of the Rehabilitation Act of 1973, as amended (Section 508) requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology (EIT), that the EIT allows persons with disabilities to access and use information and data comparably to those without disabilities unless an undue burden would result to the Federal agency. HUD encourages its recipients to adopt the goals and objectives of Section 508 by ensuring comparable access whenever EIT is used. Recipients must also comply with Section 504 of the Rehabilitation Act and, where applicable, the ADA. These statutes also require effective communication with individuals with disabilities and prohibit EIT-imposed barriers to access information, programs, and activities for persons with disabilities.
2. Finance and Accounting
 - A. Commingling of Grant Funds. The Grantee agrees that, in its recordkeeping, it will not commingle Choice Neighborhoods Grant funds with funds from any other sources including, but not limited to, other HUD program funds or funds from other Federal, State, or local government agencies. (Such other funds may be used to carry out the

Transformation Plan, so long as they are not commingled in the Grantee's recordkeeping.)

- B. Duplication of Funding. The Grantee will ensure that Choice Neighborhoods Grant funds are not used to duplicate work that is funded with any other HUD funds, funds from any other Federal program, or from any other funding source identified under the Transformation Plan, and will establish controls to assure non-duplication of funding.

3. Record Retention

- A. Record Retention Authorities. The Grantee must comply with and be subject to all Federal recordkeeping requirements, including, but not limited to 2 CFR 200.334.
- B. Record Retention Requirements. Grantees must retain records in accordance with the requirements of paragraph (A) above, including, but not limited to:
 - (1) the amount and disbursement of funds received under this Choice Neighborhoods Grant, including sufficient records that document the reasonableness and necessity of each expenditure;
 - (2) the amount and nature of any other assistance, including cash, services, or other items contributed to assist in the development of the Transformation Plan or contributed as a condition of receiving this Choice Neighborhoods Grant; and
 - (3) any other proceeds received for, or otherwise used in connection with, the Transformation Plan.
- C. Access to Records. For the purpose of audit, examination, monitoring, and evaluation, the Grantee will give HUD (including any duly authorized representatives and the Inspector General) access, and will ensure that any participating party will give HUD such access, to any books, documents, papers, and records of the Grantee, or such participating party, that are pertinent to assistance received under this Choice Neighborhoods Grant or under the Transformation Plan, including all records required to be kept by paragraph (B) above.

4. Reporting

- A. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act), as amended and 2 CFR 170, as amended. Please refer to www.fsrs.gov for complete information on requirements under the Transparency Act and OMB guidance.
 - B. Compliance with Suspension and Debarment, 2 CFR 2424 and 2 CFR 180.
5. Eminent Domain. Sections 407 of Div. H, Title IV of the Consolidated Appropriations Act, 2022 and Consolidated Appropriations Act, 2023 , prohibit the use of funds to support any federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use.

DEVELOPMENT AGREEMENT

Goulds Choice Neighborhoods Initiative – Housing Program

This Development Agreement for the Goulds Choice Neighborhoods Initiative (this “Agreement”) is entered into as _____, 2023, by and between MIAMI-DADE COUNTY, a Florida county acting by and through its Public Housing and Community Development department (“MDC”) and PRESERVATION OF AFFORDABLE HOUSING, INC. through its wholly owned affiliate PRESERVATION OF AFFORDABLE HOUSING, LLC, a Massachusetts limited liability company (“POAH”). MDC and POAH are sometimes referred to collectively in this Agreement as the “Parties” or individually as a “Party.”

RECITALS

Preservation of Affordable Housing, Inc. (“POAH, Inc.”) is the sole member of POAH Cutler Manor, LLC (“Cutler Owner”), the owner of Cutler Manor Apartments. Based on input from residents of Cutler Manor Apartments and the surrounding area, POAH, Inc. and MDC developed the Goulds Transformation Plan (the “Transformation Plan”) for the Goulds community in Miami-Dade County, Florida (“Goulds”). In connection with the Transformation Plan, MDC and POAH Inc. developed a housing program to preserve affordable housing for existing residents in the Goulds community within a new affordable and mixed-income development with mixed-use facilities (the “Housing Plan”) through the redevelopment of Cutler Manor Apartments (the “Targeted Site”) and a nearby site (the “In-Goulds Replacement Housing Site”), which is also owned by a POAH, Inc. affiliate.

MDC, as “Lead Applicant” and “Neighborhood Implementation Entity,” submitted to the United States Department of Housing and Urban Development (“HUD”) an application (the “Choice Implementation Application”) for a Fiscal Year 2022 Choice Implementation Grant (the “Choice Implementation Grant”) for Goulds. POAH, Inc. was identified as the Housing Implementation Entity (“HIE”) in the Choice Implementation Application to redevelop affordable housing for Goulds through the Housing Plan. Carrfour Supportive Housing, Inc. was identified as the People Implementation Entity (“PIE”), with a focus that includes case management and expanded services. HUD has awarded the Choice Implementation Grant to Lead Applicant to carry out the Transformation Plan with its lead partners.

POAH is a wholly owned affiliate of POAH, Inc. To carry out the Housing Plan, POAH has agreed to redevelop the Targeted Site and the In-Goulds Replacement Housing Site (each, a “Site” and each as more particularly described in Exhibit A (the “Site Plans”)) through approximately five phases (each, a “Phase”, and collectively, the “Development”). Under the Housing Plan, 437 rental units will be developed, of which 218 will be replacement units for Cutler Manor residents in good standing, 127 will be affordable units, and 92 will be market rate units, as well as eight affordable for-sale units. One hundred thirteen (113) units, including 68 replacement units, will be located at the In-Goulds Replacement Housing Site, known as Meridian Point at Goulds Station, currently in construction. POAH Communities, LLC (“POAH C”), an affiliate of POAH, will serve as management agent for all rental phases. Each Phase will be owned by a separate special purpose entity (“Phase Owner”) affiliated with POAH. The current plan for each Phase is more particularly described in Exhibit B (the “Phasing Plan”).

As part of the Choice Implementation Application, the Parties submitted to HUD required certifications describing their respective roles (the “Partnership Certifications”), which are attached at Exhibit C. The Parties wish to enter this Agreement in accordance with the applicable Partnership Certifications to define each Party’s responsibilities relative to the Development.

NOW, THEREFORE, the Parties agree as follows:

1. Development Plan

- 1.1. Development Plan.** The Transformation Plan submitted to HUD with the Choice Implementation Application (the “Development Plan”) will guide the Development, subject to evolution through further input and consultation among MDC, POAH and other stakeholders, and subject to HUD approval as applicable pursuant to the terms of this Agreement. The Development Plan specifies the number, type and bedroom distribution of the units to be constructed in each Phase, any restrictions that will apply to each unit, the projected cost of each Phase, the projected types and sources of financing, and a schematic site plan. The Site Plan and the Phasing Plan (including the sources and uses contained within the Phasing Plan (the “Development Budget”) are excerpts from the Development Plan.
- 1.2. Development Schedule.** The Development schedule attached as Exhibit D (the “Development Schedule”) will guide the schedule of the Development, subject to evolution through further input and consultation among MDC, POAH and other stakeholders, and subject to HUD approval as applicable. The Development Schedule specifies the key benchmarks for each Phase, including without limitation the closing on construction financing and the completion of construction of such Phase.
- 1.3. Updates.** As MDC and POAH pursue the further planning and implementation of the Development Plan, they may identify areas in which the Development Plan can be improved to make the Development more economically feasible, to better achieve the underlying objective of community revitalization and/or to meet expectations or requirements of other stakeholders or funding bodies. Where future amendments to the Development Plan are required by the evolution of the planning process, infeasibility, unforeseen circumstances or other factors, POAH and MDC will work together to develop changes to the Development that accomplish the original goals of the Housing Plan to the maximum extent feasible given available resources, subject to HUD approval. Any amendments to the Development Plan shall include corresponding amendments or approvals of the Development Budget and Development Schedule as applicable. POAH will be responsible for preparing amendments to the Development Plan for MDC’s approval, which shall be approved on behalf of MDC by the Mayor or the Mayor’s designee. MDC will be responsible for submitting such amendments for HUD’s approval as applicable pursuant to the Choice Grant Agreement (as defined below).

- 1.4. Relation to Choice Grant.** Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the requirements of the Choice program (the “Choice Requirements”) as specified in the grant agreement entered into between MDC and HUD (the “Choice Grant Agreement”).
- 1.5. Cooperation and Approvals.** The Parties agree to cooperate with one another in good faith to complete the Development. Such cooperation will include reasonable efforts to respond to one another as expeditiously as possible and prompt, proactive sharing of information pertinent to the Development. The Parties agree to cooperate and consult with each other in advance of any public statements or publication made regarding the Development or any Phase thereof. To the extent this Agreement entitles either Party to exercise any rights of approval, consent, or the like, such approval and consent rights will not be unreasonably withheld, conditioned or delayed. The exercise of rights by MDC will be limited so as not to subject POAH to the requirements of 2 CFR Part 200 or of any state or local procurement laws that would not otherwise be applicable to POAH but would otherwise be applicable to the actions of MDC acting in its own capacity. The foregoing provisions of this Agreement relate only to MDC’s approval rights for purposes of this Agreement and do not exempt POAH or the Development from any general legal requirements, zoning or permitting standards of MDC or of MDC agencies.
- 1.6. Developer Designation.** In accordance with the Choice program requirements, the Parties hereby confirm the designation of POAH, Inc. and POAH as HIE and developer for the Target Site and In-Goulds Replacement Housing Site, which are owned by POAH’s affiliates. The Parties agree to submit such documentation and/or request for confirmation to HUD as may be required pursuant to the Choice Implementation Grant Agreement with respect to such designation.

2. POAH’s Predevelopment and Development Responsibilities

- 2.1. POAH’s Overall Development Responsibilities.** POAH or its designee shall be responsible for the Housing Implementation Entity requirements of the NOFO and as described at Exhibit C. POAH will provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of the Housing Component of the Development Plan fully and expeditiously, subject to the terms and conditions of this Agreement. POAH will diligently pursue all necessary funding for the Development. POAH will be responsible for contracting and bidding for all aspects of the Development, including master planning, creation of architectural and civil engineering plans and specifications and securing all required zoning, site planning, permitting and licensing. POAH will select contractors, architects and other third parties as necessary to carry out the Development. The preceding development responsibilities are further detailed in the balance of this Agreement.
- 2.2. Reporting.** POAH shall provide MDC with written progress reports in such form as may reasonably be required by the MDC on the status of all Development activities upon request

from MDC (not more than monthly), including work performed by POAH's subcontractors, and which shall include proposed modifications to the Development Schedule and the Development Budget, when necessary. If requested by MDC, POAH shall attend and participate in progress meetings with MDC 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 Development Plan. Upon request from MDC, POAH will provide projected timetables and delivery schedules relating to certain key activities such as submission of a funding application or a Closing (as defined in Section 4).

2.3. Predevelopment Expenses. MDC will make Choice funds available for seventy-five percent (75%) of third-party predevelopment costs associated with each Phase as required to undertake the Development, in accordance with the Choice "Cost Control and Safe Harbors" guidance, and subject to approval from HUD. For avoidance of doubt, this percentage will be calculated on an overall basis, not on a line-item basis. The funds shall be advanced or paid to POAH (or, at POAH's election, to a Phase Owner or other affiliate) pursuant to the terms of one or more predevelopment loan agreements consistent with the terms of this Agreement. Such loans will be secured only by a pledge of work product funded by Choice funds and will be nonrecourse to POAH, Phase Owners, and any POAH affiliates. The loan agreement shall provide for all costs of work included in an approved Phase predevelopment budget. Predevelopment loan proceeds will be requested by POAH to MDC on a monthly basis in a form acceptable to MDC. All approved payments shall be paid by MDC within 25 calendar days of the disbursement request to POAH, the Phase Owner, or another POAH affiliate, as applicable, which will promptly pay such funds to the appropriate contractors or reimburse POAH for previously incurred predevelopment expenses. If necessary, each Phase will be the subject of a separate set of predevelopment loan documents, the form of which is attached as Exhibit E, which may be approved on behalf of the County by the Mayor or the Mayor's designee.

2.4. Redevelopment and Interim Activities. MDC will make Choice funds available for Cutler Owner to undertake or cause POAH or an affiliate to undertake certain additional activities outside of a Phase development budget that are necessary to implement the Development Plan and required prior to individual phase Closings, including without limitation partial demolition, site preparation and infrastructure work ("Redevelopment Activities"), as well as interim repairs, temporary relocation or associated operational costs for existing buildings ("Interim Activities"). Redevelopment Activities and Interim Activities will be considered part of "Part B: Additional Uses" for purposes of the Choice Implementation Grant budget and will be subject to HUD approval of corresponding uses. The scope of services and compensation for Redevelopment Activities and/or Interim Activities shall be set forth in one or more separate agreements between MDC and Cutler Owner ("Redevelopment Activities Agreement" or "Interim Activities Agreement," as applicable), a form of which is attached as Exhibit F, which may be approved on behalf of the County by the Mayor or the Mayor's designee. Cutler Owner may engage POAH or

an affiliate pursuant one or more separate subcontracts (the “Subcontract”) to perform or contract for or cause to be performed the Redevelopment Activities or Interim Activities described in a Redevelopment Activities Agreement or Interim Activities Agreement. For Redevelopment Activities, Cutler Owner or POAH or its affiliate, through the Redevelopment Activities Agreement between MDC and Cutler Owner, will be compensated for Redevelopment Activities on a cost-plus-fee basis, with a fee of nine percent (9%) of the actual cost of services provided by third-party contractors and consultants. For Interim Activities, Cutler Owner or POAH or its affiliate will not receive a fee, but will be eligible to draw only the actual cost of goods and services provided by third-party contractors and consultants. The compensation to Cutler Owner, POAH or its affiliate for the performance of any Redevelopment Activities or Interim Activities is not intended by POAH or MDC to be considered a part of or an advance against amounts payable as Developer Fee within a Phase development budget.

- 2.5. **Planning.** POAH will be responsible for the preparation of all construction plans and specifications necessary to construct each Phase of the Development. Plans and specifications must comply with the requirements of all permitting and regulatory entities. Plans and specifications must also be comprehensive and must meet or exceed industry standards of quality and energy efficiencies, including those established by the Miami-Dade Office of Resilience. To the extent requested by MDC, all plans and specifications shall be submitted to MDC for review at the schematic, design development, and/or construction document stages.
- 2.6. **Financing.** POAH will pursue diligently and use best efforts to obtain all financing necessary to implement the Development in a timely fashion, which may include, but not be limited to: tax credits; tax-exempt bonds; federal, state and local funds; and private debt. As the party providing guarantees and that owns the Targeted Site and In-Goulds Replacement Housing Site through its affiliates, POAH will select the debt providers and the tax credit investors providing equity financing (“Investor”). If, despite a timely and complete application, POAH is not successful in securing a commitment of funds for any Phase anticipated by the Development Plan, then the Parties will adjust the Development Plan and/or the Development Schedule accordingly, subject to HUD approval.
- 2.7. **Construction.** POAH will create and implement a competitive process for selecting the most qualified General Contractor(s). All such entities must have all necessary licenses for residential building and otherwise be licensed/authorized to do business in Florida.
- 2.8. **Relocation and Right to Return.** POAH will be responsible for coordinating relocation for all existing residents of Cutler Manor in collaboration with the relocation consultant, POAH C and the PIE, and for providing a “right to return” for existing residents in accordance with the Choice requirements and as further described in Section 5.

3. **MDC Obligations**

3.1. Lead Applicant. MDC or its designee shall be responsible to carry out the duties and responsibilities of “Lead Applicant” of the Choice Implementation Grant and the Choice Implementation Application and as described at Exhibit C, including but not limited to:

- (a) Taking all necessary actions to coordinate and implement the activities identified in Development Plan in accordance with HUD requirements;
- (b) Working collaboratively with POAH and all principal team members and with key partners and stakeholders, including residents and neighbors;
- (c) Disbursing to POAH, a Phase Owner or another POAH affiliate all Choice Implementation Grant funds designated for Housing, subject to HUD review and approval;
- (d) Leveraging or assisting in leveraging available federal, state, local and private funds as available with additional public and private funding to support integrated strategic investment for transformation in Goulds and its immediate surrounds; and
- (e) Providing MDC funding sources committed as leverage in the Choice Implementation Application, including CDBG funding, home ownership construction financing, 20 homeownership lots, Freebee funding and coordinating with MDC departments committing leverage resources, whether with funding or in-kind services, such as Surtax funding and HOME-ARP funding as described in Exhibit G.

3.2. Neighborhood Implementation Entity. MDC or its designee shall be responsible for the Neighborhood Implementation Entity requirements of the Choice Implementation Grant and the Choice Implementation Application and as described at Exhibit C, including but not limited to:

- (a) Coordinating the larger Neighborhood Strategy implementation;
- (b) Coordinating all County agencies and commitments relating to the Development Plan;
- (c) Overseeing implementation of the identified critical community improvements (CCI) including timely disbursement of Choice CCI funding; and
- (d) Providing MDC funding sources committed as leverage for the Neighborhood Strategy and applying for funding opportunities that may benefit the neighborhood component of the Development Plan.

3.3. Working Group. MDC, in its capacity as Lead Applicant, will designate a Choice Project Director to lead day-to-day activities associated with the Development Plan implementation

and to direct the Choice Working Group, which will include the implementation leads and support staff. The Choice Working Group will coordinate overall communications, plans and activities with an implementation structure that will be flexible, collaborative and community based with a goal of consensus-based decision-making. In the event that the lead entities and strategic partners are unable to make any decision via consensus, the decision will be referred to the Choice Governance Council for a final decision to be made by consensus.

- 3.4. **Choice Governance Council.** MDC, in its capacity as Lead Applicant, will form and manage the Choice Governance Council, comprised of the Mayor’s designated representative, lead representatives of each implementation entity, as well as private, public and nonprofit neighborhood partners and stakeholders. The working group will meet quarterly in public meetings and provide overall guidance, collaboration, support and accountability for the implementation process, including making decisions not reached by consensus at a lower level, provided that if the Choice Governance Council is unable to reach consensus, MDC PHCD Director will make the final decision.

4. **Environmental Review**

- 4.1. **Responsibilities.** MDC in its capacity as “Responsible Entity” will conduct reviews and obtain HUD approvals for all activities arising under this Agreement pursuant to 24 CFR Part 58. POAH will provide or cause their consultants to provide the necessary documents to MDC in order to perform such role and conduct the associated review. Until the environmental review requirements contained at 24 CFR Part 58 are completed, the Parties shall take no action to convey, demolish, rehabilitate, repair, construct or otherwise affect the subject sites included in the on-site housing plan or designated for CCIs in the Neighborhood Plan, as required by HUD, in a manner that is considered “choice limiting” under 24 CFR Part 58, or expend HUD or non-HUD funds for such activities.

- 4.2. **Environmental Review Required.** The Parties acknowledge and agree that MDC and POAH are each precluded from committing funds for the Housing Development prior to the satisfactory completion of environmental review and receipt of a release of funds from HUD under 24 CFR Part 50 or 24 CFR Part 58, as applicable. Notwithstanding any provision of this Agreement to the contrary, the Parties acknowledge and agree that this Agreement does not constitute a commitment of funds or a commitment to accept conveyance or site approval, and that such commitment of funds, conveyance or approval may occur only upon satisfactory completion of environmental review and receipt by POAH or MDC, as applicable, of a release of funds from HUD under 24 CFR Part 50 or 24 CFR Part 58, as applicable. Notwithstanding the foregoing, the Parties acknowledge and agree that the In-Goulds Replacement Housing Site is subject to existing environmental approvals, and MDC in its capacity as “Responsible Entity” will to the extent feasible pursuant to environmental regulations build upon and/or supplement the environmental review already completed for the In-Goulds Replacement Housing Site in connection with the use of Choice funds for that site, to the extent applicable.

5. Phase Business Terms

- 5.1. **General Expectations and Closing Documents.** This Agreement establishes business expectations between the Parties that will apply to each Phase. Business terms for each Phase, and associated regulatory restrictions, will be documented and further detailed in separate documents (the “Closing Documents”) entered into between MDC and the Phase Owner at the financial closing of such Phase (a “Closing”). POAH will submit or cause to be submitted the required Closing Documents, as applicable, to HUD as part of each Closing.
- 5.2. **Phase Owners.** POAH will form a limited liability company or limited partnership to serve as each Phase Owner. Because each Phase contains affordable or mixed-income rental housing, the Phase Owner will have a general partner or manager member formed by POAH. In order to access low-income housing tax credit (“LIHTC”) equity investment, each Phase Owner will be 99.99% owned by the Investor selected pursuant to Section 2.6.
- 5.3. **Development Guaranties.** Preservation of Affordable Housing, LLC will provide all development guaranties for each Rental Phase as are conventionally required for affordable housing development transactions, such as guarantees of construction completion, operating deficits and/or tax credit compliance. In no event will MDC be required to provide guaranties to the Investor or to lenders.
- 5.4. **MDC Funds.** MDC will provide one or more subordinate loans for each Phase in the minimum amounts reflected in the Development Plan (the “MDC Funds”), as may be increased by future MDC funding awards or reallocated among each Phase. Based on the initial Development Plan, MDC has already approved and closed on \$2,613,276 in Surtax for Phase I of the housing plan (Meridian Point) and committed a total of approximately \$6,233,000 of MDC Funds, to be derived from a combination of Surtax, HOME ARPA and other funds, in addition to the \$27,800,000 MDC Funds derived from Choice funds dedicated to the Housing Plan. MDC’s loans will be nonrecourse and will have a maturity date and such other terms as may reasonably be required by the Investor to ensure financial feasibility. Such loans will be payable prior to maturity only from a portion of of available cash flow, as negotiated between POAH, MDC and other subordinate lenders (i.e., Florida Housing Finance Corporation). “Available cash flow” will be detailed in the Closing Documents and the Phase Owner’s partnership agreement or operating agreement based on the amount of distributable net cash flow remaining after payment of fees to the Investor, asset management and incentive management fees to POAH, Inc., POAH or its affiliate, tax credit adjuster payments, partner loans or advances, reserve replenishment and other conditions as may be required by the Investor and by senior lenders subject to the approval of MDC.
- 5.5. **Developer Fee.** For each Phase, POAH or its affiliate will be entitled to seek and receive the maximum developer fee permitted by HUD and Florida Housing Finance Corporation standards (“Developer Fee”). MDC does not guaranty the availability of such fee, nor bear

any responsibility to make such fee available, but agrees not to object to a Development Budget that contains a fee in such permitted amount.

- 5.6. **Acquisition Structure.** For each Phase, the Phase Owner is anticipated to acquire the site from the Cutler Owner at the Closing for a purchase price determined by the appraisal as approved by POAH, the Investor and other relevant stakeholders. To the extent that the appraised value exceeds the corresponding existing debt for the Phase, the Cutler Owner may receive seller financing and/or cash proceeds sufficient to repay the proceeds POAH or POAH, Inc. has advanced to the Cutler Owner (expressly excluding any amounts paid by MDC with Choice funds for Interim Activities).
- 5.7. **Management and Re-occupancy.** POAH C will serve as property manager of each Phase and will enter into a management agreement with each Phase Owner, receive the management fee, and create the admissions policy, tenant selection plan and form of residential lease in conformance with Choice Requirements regarding replacement units, as discussed below.
- 5.8. **Replacement Units.** MDC will provide at least thirty-seven (37) Project-Based Vouchers (PBV) as replacement housing and POAH commits to adhere to the PBV program requirements. POAH may pursue additional Section 8 Project-Based Voucher Assistance from MDC or other subsidy sources and Tenant Protection Vouchers through HUD to be administered by MDC. Eligible residents of Cutler Manor will receive priority occupancy and a “right of return” to occupy replacement units in accordance with Choice Requirements.
- 5.9. **Rental Affordability Requirements.** The Closing Documents will include all affordability restrictions required under the Choice Grant, under the LIHTC program and as otherwise applicable pursuant to the funding sources for each Phase, subject to the reasonable underwriting and tax structuring requirements of the Investor and any senior lenders.
- 5.10. **Year 15 Right of First Refusal.** POAH, Inc. will have the right to acquire each Rental Phase from the Phase Owner after the end of the 15-year low-income housing tax credit compliance period anticipated to apply to the Development, either through acquisition of the Development or through acquisition of the ownership interests of the Investor. This right will include a purchase option and a right of first refusal.

6. **Term and Termination**

- 6.1. **Term.** Subject to earlier termination pursuant to this Section 6, the term of this Agreement shall continue until the Closing of the last Phase of the Development or such earlier termination as mutually agreed to in writing by the Parties.
- 6.2. **Event of Default.** The occurrence of any of the following shall constitute an Event of Default under this Agreement:

- (a) A material breach by any Party of its obligations under this Agreement; or
- (b) Any Party's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee, or liquidator for any substantial part of its property, (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by such Party under the laws of any jurisdiction, or any such proceeding instituted against such Party under the laws of any jurisdiction that has not been stayed or dismissed within ninety (90) days after its institution, (iii) any action or answer by such Party approving or, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution, or attachment upon the property of such Party that shall substantially interfere with its performance hereunder.

6.3. Remedy Upon Default. Upon the occurrence of an Event of Default, the non-defaulting Party may give written notice thereof to the defaulting Party, with copy to any other Parties. If the defaulting Party fails to cure the default within ninety (90) days of such written notice, or such additional time as may be necessary (in no event to exceed an additional one hundred twenty (120) days) provided that the defaulting Party has promptly commenced to cure such default and thereafter prosecutes such cure to completion, then the non-defaulting Party may, by written notice, terminate the right to proceed with the Housing Plan. Notwithstanding the foregoing, this Agreement shall not be terminated for an Event of Default if the subject Event of Default arises due to events beyond the reasonable control of either Party. Examples of such causes include (a) acts of God or public enemy, (b) fires, (d) floods, (e) strikes or labor disputes, (f) freight embargoes, (g) pandemic, (h) unusually severe weather, (i) delays of subcontractors or suppliers at any tier arising from unforeseeable events beyond the control and without fault or negligence of the subject Party, or (j) delay caused by litigation that is not between the Parties.

7. Representations

7.1. Representations of POAH. POAH represents that as of the date hereof:

- (a) POAH is a limited liability company duly organized, existing and in good standing under the laws of the Commonwealth of Massachusetts, is qualified to do business in the State of Florida and has the corporate power and authority to enter into and perform its obligations under this Agreement, and each other agreement or instrument entered into or to be entered into by POAH pursuant to this Agreement.
- (b) This Agreement has been duly entered into and constitutes the legal, valid, and binding obligation of POAH, enforceable in accordance with its terms.

- (c) The execution, delivery, and performance of POAH's obligations under this Agreement (i) have been duly authorized, (ii) will not violate any judgment, order, law, or regulation applicable to POAH or any provisions of POAH's organizational documents, and (iii) do not conflict with or constitute a default under any agreement or instrument to which POAH is a party or by which POAH or its assets may be bound or affected.
- (d) There are no actions or proceedings against POAH before any court or administrative agency that would materially adversely affect the ability of POAH to perform its obligations under this Agreement.

7.2. Representations of MDC. MDC represents that as of the date hereof:

- (a) MDC is a public body corporate and politic organized under the laws of the State of Florida and has the power, authority, and legal right to enter into and perform this Agreement and each other agreement or instrument entered into or to be entered into by MDC pursuant to this Agreement.
- (b) This Agreement has been duly entered into and constitutes the legal, valid, and binding obligation of MDC, enforceable in accordance with its terms.
- (c) The execution, delivery, and performance of MDC's obligations under this Agreement (i) have been duly authorized, (ii) will not violate any judgment, order, law, or regulation applicable to MDC or any provisions of MDC's charter, and (iii) do not conflict with or constitute a default under any agreement or instrument to which MDC is a party or by which MDC or its assets may be bound or affected.
- (d) There are no actions or proceedings against MDC before any court or administrative agency that would materially adversely affect the ability of MDC to perform its obligations under this Agreement.

8. MDC Requirements

- 8.1.** POAH will to the extent applicable comply with the Florida public records laws.
- 8.2.** POAH will abide by Chapter II-A, Code of Miami-Dade County, as amended, applicable to non-discrimination in employment, housing and public accommodation on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income.
- 8.3.** POAH will abide and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended.

8.4. Pursuant to Miami-Dade County Administrative Order 3-20, MDC has the right to retain the services of an Independent Private Sector Inspector whenever the County deems it appropriate do so and will be responsible for the payment of its services.

9. **HUD Requirements**

9.1. Nothing contained in this Agreement nor any act of HUD or the MDC shall be deemed to 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 MDC as provided under the terms of the Choice Implementation Grant.

9.2. As applicable to its respective commitments outlined herein, POAH will comply with the following requirements, as the same may be amended from time to time:

- (a) 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.
- (b) 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.
- (c) Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07, and regulations issued thereunder, 24 CFR Part 146.
- (d) 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. § 12101et seq., and regulations issued thereunder, 28 CFR Part 36, and the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto, 24 CFR Part 40.
- (e) 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.
- (f) Section 3 and its implementing regulations at 24 CFR Part 135.
- (g) 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.

- (h) 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.)
- (i) 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.)
- (j) Davis-Bacon Act (40 U.S.C. §§ 276a-276a-7), as supplemented by Department of Labor regulations at 29 CFR part 5, and HUD regulations at 24 CFR 905.308(b) (3) (i) (or successor provisions).
- (k) 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.
- (l) 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).
- (m) 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. TCB 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.
- (n) 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.

- 9.3.** POAH and its respective Owner Entities and affiliates will each execute, and will require its contractors and subcontractors to execute, where applicable, the Subgrantee and Contractor Certification and Assurances form included as an exhibit in the Choice Implementation Grant Agreement.
- 9.4.** POAH will give MDC, HUD or the Comptroller General of the United States, or any of their duly authorized representatives, access to and the right to examine documents which are related to this Agreement and the Housing Development for a period extending three (3) years after expiration of this Agreement. POAH agrees to include in contracts under \$10,000 that are related to this Agreement and/or the Housing Development a clause substantially the same as above. The period of access and examination under this Section 9.4 for records relating to (1) litigation or settlements of disputes arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which MDC, HUD or Comptroller General or any of their duly authorized representatives has taken exception shall continue past the three (3) period, as applicable, until disposition of such appeals, litigation, claims, or exceptions.
- 9.5.** No Member of or delegate to the Congress of the United States or Resident Commissioner shall be admitted to any share or part of POAH or its respective Entities or to any benefit to arise from this Agreement.
- 9.6.** No member, officer, or employee of MDC, no member of the governing body of the locality in which the Housing Development is situated, no member of the governing body by which MDC was activated, and no other public official of such locality or localities who exercises any functions or responsibilities regarding the Housing Development, shall, during his or her tenure, or for one year thereafter or such longer time as MDC's Code of Ethics may require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived by MDC and by HUD.
- 9.7.** POAH shall comply with 31 U.S.C. § 1352, which prohibits the use of Federal appropriated funds to pay 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, 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. POAH further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLL) 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, or an employee of a Member of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds.

10. Additional Terms

- 10.1. MDC Designee.** All actions to be taken by MDC under this Agreement, including without limitation modifications, amendments, and subordinations, may be taken on behalf of MDC by the Mayor or the Mayor's designee.
- 10.2. Successors and Assigns.** Without the consent in writing of the other Parties, no Parties may assign this Agreement. This Agreement shall be binding on the Parties, their heirs, successors and assigns.
- 10.3. Separability of Provisions; Captions; Amendments.** Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid. The captions of the sections of this Agreement are for convenience only and shall be disregarded in constructing this Agreement. Any amendments to this Agreement shall be in writing and executed by POAH and MDC.
- 10.4. Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all Parties, notwithstanding that all the Parties shall not have signed the same counterpart.
- 10.5. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- 10.6. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given on the date of receipt if, and shall not be deemed given unless, delivered by hand, sent by registered mail, return receipt requested, or dispatched by overnight delivery service with a delivery receipt, and addressed as follows:

If to POAH:

Preservation of Affordable Housing, Inc.
2 Oliver Street, Suite 500
Boston, MA 02109
Attn: General Counsel (generalcounsel@poah.org)

with a copy to:

Klein Hornig LLP
101 Arch Street, Suite 1101
Boston, MA
Attention: Daniel Rosen

Email: drosen@kleinhornig.com

If to MDC:

County Mayor
Miami-Dade County
111 NW 1st Street, 29th Floor
Miami, Florida 33128
Attn: County Mayor

With a copy to:

Miami-Dade Public Housing and Community Development
701 NW 1 Court
14th Floor
Miami, Florida 33136
Attn: Director

With a copy to:

Miami-Dade County Attorney's Office
111 NW 1 Street
Suite 2810
Miami, Florida 33128
Attn:
Assistant County Attorney

[No Further Text. Signature Page Follows.]

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

POAH:

**PRESERVATION OF AFFORDABLE HOUSING,
INC.**

By: _____

Name:

Title:

MDC:

MIAMI-DADE COUNTY

By: _____

Name:

Title:

EXHIBIT A

Site Plans



OVERALL SITE PLAN - TYPICAL LEVEL
 SCALE: 1" = 40'

MDC068

EXHIBIT B
Phasing Plan

GOULDS CHOICE - ALLOCATION OF HOUSING SOURCES BY USE

All Phases Combined

Total Sources of Funds	USES:		Residential Construction	Non-Residential Construction	Demolition	Improvements/Infrastructure	Soft Costs	Reserves	Paid Developer Fee	Deferred Developer Fee	Construction Loan Repayment	Total Sources of Funds	Total Committed Funds (\$)
	Acquisition	Residential Construction											
Construction Loan	-	79,254,451	1,355,365	-	-	2,704,151	12,266,982	-	144,251	-	-	95,725,200	2,240,000
Choice Neighborhoods	9,464,382	6,865,274	1,500,000	3,000,000	3,859,235	4,611,109	-	-	-	-	-	29,300,000	-
Choice Neighborhoods - Housing	9,464,382	6,865,274	-	3,000,000	3,859,235	4,611,109	-	-	-	-	-	27,800,000	-
Choice Neighborhoods - CCI	-	-	1,500,000	-	-	-	-	-	-	-	-	1,500,000	-
Permanent Debt Financing	-	-	-	-	-	-	-	-	-	-	66,254,854	66,254,854	66,254,854
First Mortgage - Housing - Tax Exempt	-	-	-	-	-	-	-	-	-	-	66,254,854	66,254,854	66,254,854
First Mortgage - Housing - Taxable	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Equity	-	104,261	-	-	-	-	4,663,994	5,094,116	14,180,044	-	27,230,346	51,272,761	22,893,299
Federal LIHTC Equity - 4%	-	104,261	-	-	-	-	4,663,994	5,094,116	14,180,044	-	27,230,346	51,272,761	22,893,299
Total State Sources	-	5,148,495	-	-	-	2,151,505	-	-	-	-	-	7,300,000	7,300,000
FHFC Soft Loans - SAIL/ELI/NHTF	-	5,148,495	-	-	-	2,151,505	-	-	-	-	-	7,300,000	7,300,000
Total County Sources	1,330,816	7,515,460	-	-	-	-	-	-	-	-	1,080,000	9,926,276	5,063,276
HOME-ARP	-	4,483,000	-	-	-	-	-	-	-	-	-	4,483,000	2,450,000
Surtax/SHIP	1,330,816	3,032,460	-	-	-	-	-	-	-	-	-	4,363,276	2,613,276
Miami-Dade County Homeownership Funds	-	-	-	-	-	-	-	-	-	1,080,000	-	1,080,000	-
Other Sources	650,000	2,820,362	600,000	-	-	-	2,227,172	-	10,124,916	-	1,160,000	17,582,451	650,000
FHLB Loan	650,000	-	-	-	-	-	-	-	-	-	-	650,000	650,000
Bezos Academy	-	-	600,000	-	-	-	-	-	-	-	-	600,000	-
POAH Deferred Developer Fee	-	-	-	-	-	-	-	-	10,124,916	-	-	10,124,916	-
Home Sales Revenue	-	-	-	-	-	-	-	-	-	-	1,160,000	1,160,000	-
State, Local, FHLB (Future)	-	2,820,362	-	-	-	-	2,227,172	-	-	-	-	5,047,535	-
TOTAL SOURCES OF FUNDS	11,445,198	101,708,303	3,455,365	3,000,000	8,714,891	23,769,257	5,094,116	14,324,295	10,124,916	10,124,916	95,725,200	277,361,542	104,401,429
TOTAL USES OF FUNDS	11,445,198	101,708,303	3,455,365	3,000,000	8,714,891	23,769,257	5,094,116	14,324,295	10,124,916	10,124,916	95,725,200	277,361,542	104,401,429
*TOTAL SOURCES - NET OF CONSTRUCTION FINANCING	11,445,198	22,453,852	2,100,000	3,000,000	6,010,740	11,502,275	5,094,116	14,180,044	10,124,916	10,124,916	95,725,200	181,636,342	102,161,429

GOULDS CHOICE - ALLOCATION OF HOUSING SOURCES BY USE

Phase 1

Total Sources of Funds	USSES:	Acquisition	Residential Construction	Non-Residential Construction	Demolition	Improvements/Infrastructure	Soft Costs	Reserves	Paid Developer Fee	Deferred Developer Fee	Construction Loan Repayment	Total Sources of Funds	Total Committed Funds
Construction Loan		-	23,124,045	93,965		1,188,495	6,729,926	-	-	-	-	31,136,431	-
CONSTRUCTION PERIOD FINANCING													
PERMANENT FINANCING													
Choice Neighborhoods		-	-	-	-	-	-	-	-	-	-	-	-
Choice Neighborhoods - Housing		-	-	-	-	-	-	-	-	-	-	-	-
Choice Neighborhoods - CCI		-	-	-	-	-	-	-	-	-	-	-	-
Permanent Debt Financing		-	-	-	-	-	-	-	-	-	15,837,238	15,837,238	15,837,238
First Mortgage - Housing - Tax Exempt		-	-	-	-	-	-	-	-	-	15,837,238	15,837,238	15,837,238
First Mortgage - Housing - Taxable		-	-	-	-	-	-	-	-	-	-	-	-
Total Equity		-	-	-	-	-	1,516,556	1,197,506	4,880,044	-	15,299,193	22,893,299	22,893,299
Federal LIHTC Equity - 4%		-	-	-	-	-	1,516,556	1,197,506	4,880,044	-	15,299,193	22,893,299	22,893,299
Total State Sources		-	5,148,495	-	-	2,151,505	-	-	-	-	-	7,300,000	7,300,000
FHFC Soft Loans - SAIL/ELI/NHTF		-	5,148,495	-	-	2,151,505	-	-	-	-	-	7,300,000	7,300,000
Total County Sources		1,330,816	1,282,460	-	-	-	-	-	-	-	-	2,613,276	2,613,276
HOME-ARP		-	-	-	-	-	-	-	-	-	-	-	-
Surtax/SHIP		1,330,816	1,282,460	-	-	-	-	-	-	-	-	2,613,276	2,613,276
Miami-Dade County Homeownership Funds		-	-	-	-	-	-	-	-	-	-	-	-
Other Sources		650,000	-	-	-	-	-	-	2,531,956	-	-	3,181,956	650,000
FHLB Loan		650,000	-	-	-	-	-	-	2,531,956	-	-	3,181,956	650,000
POAH Deferred Developer Fee		-	-	-	-	-	-	-	-	-	-	-	-
Home Sales Revenue		-	-	-	-	-	-	-	-	-	2,531,956	2,531,956	-
TOTAL SOURCES OF FUNDS		1,980,816	29,555,000	93,965	-	3,340,000	8,246,482	1,197,506	4,880,044	2,531,956	31,136,431	82,962,200	49,293,813
TOTAL USES OF FUNDS		1,980,816	29,555,000	93,965	-	3,340,000	8,246,482	1,197,506	4,880,044	2,531,956	31,136,431	82,962,200	49,293,813
TOTAL SOURCES - NET OF CONSTRUCTION FINANCING		1,980,816	6,430,955	-	-	2,151,505	1,516,556	1,197,506	4,880,044	2,531,956	31,136,431	51,825,769	49,293,813

GOULDS CHOICE - ALLOCATION OF HOUSING SOURCES BY USE

Phase 2

Total Sources of Funds	USSES:	Acquisition	Residential Construction	Non-Residential Construction	Demolition	Improvements/Infrastructure	Soft Costs	Reserves	Paid Developer Fee	Deferred Developer Fee (1)	Construction Loan Repayment	Total Sources of Funds	Total Committed Funds
Construction Loan		-	14,118,210	-	-	1,515,656	1,945,758	-	-	-	-	17,579,624	-
CONSTRUCTION PERIOD FINANCING													
PERMANENT FINANCING													
Choice Neighborhoods		4,165,119	2,439,969	-	1,000,000	-	1,024,945	-	-	-	-	8,630,033	-
Choice Neighborhoods - Housing		4,165,119	2,439,969	-	1,000,000	-	1,024,945	-	-	-	-	8,630,033	-
Choice Neighborhoods - CCI		-	-	-	-	-	-	-	-	-	-	-	-
Permanent Debt Financing		-	-	-	-	-	-	-	-	-	15,312,952	15,312,952	15,312,952
First Mortgage - Housing - Tax Exempt		-	-	-	-	-	-	-	-	-	15,312,952	15,312,952	15,312,952
First Mortgage - Housing - Taxable		-	-	-	-	-	-	-	-	-	-	-	-
Total Equity		-	-	-	-	-	1,053,280	1,085,973	2,600,000	-	2,266,671	7,005,924	-
Federal LIHTC Equity - 4%		-	-	-	-	-	1,053,280	1,085,973	2,600,000	-	2,266,671	7,005,924	-
Total State Sources		-	-	-	-	-	-	-	-	-	-	-	-
FHFC Soft Loans - SAIL/ELI/NHTF		-	-	-	-	-	-	-	-	-	-	-	-
Total County Sources		-	2,450,000	-	-	-	-	-	-	-	-	2,450,000	2,450,000
HOME-ARP		-	2,450,000	-	-	-	-	-	-	-	-	2,450,000	2,450,000
Surtax/SHIP		-	-	-	-	-	-	-	-	-	-	-	-
Miami-Dade County Homeownership Funds		-	-	-	-	-	-	-	-	-	-	-	-
Other Sources		-	-	-	-	-	-	-	2,138,070	-	-	2,138,070	-
FHLB Loan		-	-	-	-	-	-	-	2,138,070	-	-	2,138,070	-
Bezos Academy		-	-	-	-	-	-	-	-	-	-	-	-
POAH Deferred Developer Fee		-	-	-	-	-	-	-	-	-	-	-	-
Home Sales Revenue		-	-	-	-	-	-	-	-	-	-	-	-
TOTAL SOURCES OF FUNDS		4,165,119	19,008,178	-	1,000,000	1,515,656	4,023,982	1,085,973	2,600,000	2,138,070	17,579,624	53,116,602	17,762,952
TOTAL USES OF FUNDS		4,165,119	19,008,178	-	1,000,000	1,515,656	4,023,982	1,085,973	2,600,000	2,138,070	17,579,624	53,116,602	17,762,952
TOTAL SOURCES - NET OF CONSTRUCTION FINANCING		4,165,119	4,889,969	-	1,000,000	-	2,078,224	1,085,973	2,600,000	2,138,070	17,579,624	35,636,978	17,762,952

GOULDS CHOICE - ALLOCATION OF HOUSING SOURCES BY USE

Phase 3

Total Sources of Funds	USSES:	Acquisition	Residential Construction	Non-Residential Construction	Demolition	Improvements/Infrastructure	Soft Costs	Reserves	Paid Developer Fee	Deferred Developer Fee	Construction Loan Repayment	Total Sources of Funds	Total Committed Funds
Construction Loan		-	17,864,518	1,261,400	-	-	1,874,082	-	-	-	-	21,000,000	-
Choice Neighborhoods		4,384,823	-	-	1,000,000	1,706,375	1,419,741	-	-	-	-	8,510,939	-
Choice Neighborhoods - Housing		4,384,823	-	-	1,000,000	1,706,375	1,419,741	-	-	-	-	8,510,939	-
Choice Neighborhoods - CCI		-	-	-	-	-	-	-	-	-	-	-	-
Permanent Debt Financing		-	-	-	-	-	-	-	-	-	18,704,020	18,704,020	18,704,020
First Mortgage - Housing - Tax Exempt		-	-	-	-	-	-	-	-	-	18,704,020	18,704,020	18,704,020
First Mortgage - Housing - Taxable		-	-	-	-	-	-	-	-	-	-	-	-
Total Equity		-	-	-	-	-	1,564,495	1,310,750	3,100,000	2,295,980	-	8,271,225	-
Federal LIHTC Equity - 4%		-	-	-	-	-	1,564,495	1,310,750	3,100,000	2,295,980	-	8,271,225	-
Total State Sources		-	-	-	-	-	-	-	-	-	-	-	-
FHFC Soft Loans - SAIL/ELI/NHTF		-	-	-	-	-	-	-	-	-	-	-	-
Total County Sources		-	3,783,000	-	-	-	-	-	-	-	-	3,783,000	-
HOME-ARP		-	2,033,000	-	-	-	-	-	-	-	-	2,033,000	-
Surtax/SHIP		-	1,750,000	-	-	-	-	-	-	-	-	1,750,000	-
Miami-Dade County Homeownership Funds		-	-	-	-	-	-	-	-	2,461,349	-	2,461,349	-
Other Sources		-	-	-	-	-	-	-	-	-	-	-	-
FHLB Loan		-	-	-	-	-	-	-	-	-	-	-	-
Bezos Academy		-	-	-	-	-	-	-	-	-	-	-	-
POAH Deferred Developer Fee		-	-	-	-	-	-	-	-	2,461,349	-	2,461,349	-
Home Sales Revenue		-	-	-	-	-	-	-	-	-	-	-	-
TOTAL SOURCES OF FUNDS		4,384,823	21,647,518	1,261,400	1,000,000	1,706,375	4,858,317	1,310,750	3,100,000	2,461,349	21,000,000	62,730,533	18,704,020
TOTAL USES OF FUNDS		4,384,823	21,647,518	1,261,400	1,000,000	1,706,375	4,858,317	1,310,750	3,100,000	2,461,349	21,000,000	62,730,533	18,704,020
TOTAL SOURCES - NET OF CONSTRUCTION FINANCING		4,384,823	3,783,000	-	1,000,000	1,706,375	2,984,235	1,310,750	3,100,000	2,461,349	21,000,000	41,730,533	18,704,020

GOULDS CHOICE - ALLOCATION OF HOUSING SOURCES BY USE

Phase 4

Total Sources of Funds	USSES:	Acquisition	Residential Construction	Non-Residential Construction	Demolition	Improvements/Infrastructure	Soft Costs	Reserves	Paid Developer Fee	Deferred Developer Fee (1)	Construction Loan Repayment	Total Sources of Funds	Total Committed Funds
Construction Loan		-	8,051,929	-	-	-	1,717,217	-	-	-	-	9,769,146	-
Choice Neighborhoods		404,766	2,116,418	-	600,000	890,260	707,020	-	-	-	-	4,718,464	-
Choice Neighborhoods - Housing		404,766	2,116,418	-	600,000	890,260	707,020	-	-	-	-	4,718,464	-
Choice Neighborhoods - CCI		-	-	-	-	-	-	-	-	-	-	-	-
Permanent Debt Financing		-	-	-	-	-	-	-	-	-	7,821,325	7,821,325	7,821,325
First Mortgage - Housing - Tax Exempt		-	-	-	-	-	-	-	-	-	7,821,325	7,821,325	7,821,325
First Mortgage - Housing - Taxable		-	-	-	-	-	-	-	-	-	-	-	-
Total Equity		-	104,261	-	-	-	160,761	677,086	1,300,000	1,187,635	-	4,189,927	-
Federal LIHTC Equity - 4%		-	104,261	-	-	-	160,761	677,086	1,300,000	1,187,635	-	4,189,927	-
Total State Sources		-	-	-	-	-	-	-	-	-	-	-	-
FHFC Soft Loans - SAIL/ELI/NHTF		-	-	-	-	-	-	-	-	-	-	-	-
Total County Sources		-	-	-	-	-	-	-	-	-	-	-	-
HOME-ARP		-	-	-	-	-	-	-	-	-	-	-	-
Surtax/SHIP		-	-	-	-	-	-	-	-	-	-	-	-
Miami-Dade County Homeownership Funds		-	-	-	-	-	-	-	-	-	-	-	-
Other Sources		-	895,091	-	-	-	-	-	-	-	-	2,082,726	-
FHLB Loan		-	-	-	-	-	-	-	-	-	-	-	-
Bezos Academy		-	-	-	-	-	-	-	-	-	-	-	-
POAH Deferred Developer Fee		-	-	-	-	-	-	-	-	1,187,635	-	1,187,635	-
Home Sales Revenue		-	-	-	-	-	-	-	-	-	-	-	-
State, Local, FHLB (Future)		-	895,091	-	-	-	-	-	-	-	-	895,091	-
TOTAL SOURCES OF FUNDS		404,766	11,167,698	-	600,000	890,260	2,584,988	677,086	1,300,000	1,187,635	9,769,146	28,581,587	7,821,325
TOTAL USES OF FUNDS		404,766	11,167,698	-	600,000	890,260	2,584,988	677,086	1,300,000	1,187,635	9,769,146	28,581,587	7,821,325
TOTAL SOURCES - NET OF CONSTRUCTION FINANCING		404,766	3,115,769	-	600,000	890,260	867,781	677,086	1,300,000	1,187,635	9,769,146	18,812,442	7,821,325

GOULDS CHOICE - ALLOCATION OF HOUSING SOURCES BY USE

Phase 5

Total Sources of Funds	USES:	Acquisition	Residential Construction	Non-Residential Construction	Demolition	Improvements/Infrastructure	Site	Soft Costs	Reserves	Paid Developer Fee	Deferred Developer Fee	Construction Loan Repayment	Total Sources of Funds	Total Committed Funds
Construction Loan		-	14,000,000	-	-	-	-	-	-	-	-	-	14,000,000	-
Choice Neighborhoods		509,674	2,038,606	1,500,000	400,000	1,262,600	929,685	-	-	-	-	-	6,640,565	-
Choice Neighborhoods - Housing		509,674	2,038,606	-	400,000	1,262,600	929,685	-	-	-	-	-	5,140,565	-
Choice Neighborhoods - CCI		-	-	1,500,000	-	-	-	-	-	-	-	-	1,500,000	-
Permanent Debt Financing		-	-	-	-	-	-	-	-	-	-	-	8,579,319	8,579,319
First Mortgage - Housing - Tax Exempt		-	-	-	-	-	-	-	-	-	-	-	8,579,319	8,579,319
First Mortgage - Housing - Taxable		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Equity		-	-	-	-	-	368,903	822,802	822,802	2,300,000	5,420,681	5,420,681	8,912,386	-
Federal LIHTC Equity - 4%		-	-	-	-	-	368,903	822,802	822,802	2,300,000	5,420,681	5,420,681	8,912,386	-
Total State Sources		-	-	-	-	-	-	-	-	-	-	-	-	-
FHFC Soft Loans - SAIL/ELI/NHTF		-	-	-	-	-	-	-	-	-	-	-	-	-
Total County Sources		-	-	-	-	-	-	-	-	-	-	-	-	-
HOME-ARP		-	-	-	-	-	-	-	-	-	-	-	-	-
Surtax/SHIP		-	-	-	-	-	-	-	-	-	-	-	-	-
Miami-Dade County Homeownership Funds		-	-	-	-	-	-	-	-	-	-	-	-	-
Other Sources		-	1,925,272	600,000	-	-	2,227,172	-	-	1,805,906	-	-	6,558,350	-
FHLB Loan		-	-	600,000	-	-	-	-	-	-	-	-	600,000	-
Bezos Academy		-	-	-	-	-	-	-	-	-	-	-	1,805,906	-
POAH Deferred Developer Fee		-	-	-	-	-	-	-	-	1,805,906	-	-	-	-
Home Sales Revenue		-	-	-	-	-	-	-	-	-	-	-	-	-
Slate, Local, FHLB (Future)		-	1,925,272	-	-	-	2,227,172	-	-	-	-	-	4,152,444	-
TOTAL SOURCES OF FUNDS		509,674	17,963,878	2,100,000	400,000	1,262,600	3,525,760	822,802	822,802	2,300,000	1,805,906	14,000,000	44,690,620	8,579,319
TOTAL USES OF FUNDS		509,674	17,963,878	2,100,000	400,000	1,262,600	3,525,760	822,802	822,802	2,300,000	1,805,906	14,000,000	44,690,620	-
TOTAL SOURCES - NET OF CONSTRUCTION FINANCING		509,674	3,963,878	2,100,000	400,000	1,262,600	3,525,760	822,802	822,802	2,300,000	1,805,906	14,000,000	30,690,620	8,579,319

GOULDS CHOICE - ALLOCATION OF HOUSING SOURCES BY USE

Phase 6

Total Sources of Funds	USES:	Acquisition	Residential Construction	Non-Residential Construction	Demolition	Improvements/Infrastructure	Site	Soft Costs	Reserves	Paid Developer Fee	Deferred Developer Fee (1)	Construction Loan Repayment	Total Sources of Funds	Total Committed Funds
Construction Loan		-	2,095,749	-	-	-	-	-	-	144,251	-	-	2,240,000	2,240,000
Choice Neighborhoods		-	270,281	-	-	-	529,719	-	-	-	-	-	800,000	-
Choice Neighborhoods - Housing		-	270,281	-	-	-	529,719	-	-	-	-	-	800,000	-
Choice Neighborhoods - CCI		-	-	-	-	-	-	-	-	-	-	-	-	-
Permanent Debt Financing		-	-	-	-	-	-	-	-	-	-	-	-	-
First Mortgage - Housing - Tax Exempt		-	-	-	-	-	-	-	-	-	-	-	-	-
First Mortgage - Housing - Taxable		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Equity		-	-	-	-	-	-	-	-	-	-	-	-	-
Federal LIHTC Equity - 4%		-	-	-	-	-	-	-	-	-	-	-	-	-
Total State Sources		-	-	-	-	-	-	-	-	-	-	-	-	-
FHFC Soft Loans - SAIL/ELI/NHTF		-	-	-	-	-	-	-	-	-	-	-	-	-
Total County Sources		-	-	-	-	-	-	-	-	-	-	-	1,080,000	-
HOME-ARP		-	-	-	-	-	-	-	-	-	-	-	-	-
Surtax/SHIP		-	-	-	-	-	-	-	-	-	-	-	-	-
Miami-Dade County Homeownership Funds		-	-	-	-	-	-	-	-	-	-	-	-	-
Other Sources		-	-	-	-	-	-	-	-	-	-	-	1,080,000	-
FHLB Loan		-	-	-	-	-	-	-	-	-	-	-	1,080,000	-
Bezos Academy		-	-	-	-	-	-	-	-	-	-	-	-	-
POAH Deferred Developer Fee		-	-	-	-	-	-	-	-	-	-	-	-	-
Home Sales Revenue		-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL SOURCES OF FUNDS		-	2,366,030	-	-	-	529,719	-	-	144,251	-	1,160,000	5,280,000	2,240,000
TOTAL USES OF FUNDS		-	2,366,030	-	-	-	529,719	-	-	144,251	-	1,160,000	5,280,000	-
TOTAL SOURCES - NET OF CONSTRUCTION FINANCING		-	270,281	-	-	-	529,719	-	-	144,251	-	2,240,000	3,040,000	-

EXHIBIT C

Partnership Certifications



Daniella Levine Cava, Mayor

Public Housing and Community Development

701 NW 1st Court, 16th Floor

Miami, Florida 33136

T 786-469-4106 F 786-469-4199

miamidade.gov

**CHOICE NEIGHBORHOODS INITIATIVE PARTNERSHIP CERTIFICATION
MIAMI DADE COUNTY**

LEAD APPLICANT AND NEIGHBORHOOD PRINCIPAL TEAM MEMBER

January 9, 2023

Ms. Luci Blackburn, Director of Choice Neighborhoods
U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410

Dear Director Blackburn:

This letter certifies that Miami Dade County (“MDC”) is the Lead Applicant for the submission of a FY 2022 Choice Neighborhoods Initiative Implementation Grant for the Goulds Choice Neighborhoods Initiative (“Goulds CNI”). MDC will also be the Neighborhood Implementation Entity (“NIE”) for the Goulds CNI. Mayor Levine Cava has designated MDC’s Public Housing and Community Development department (PHCD), led by Michael Liu, Director, as the MDC department serving in both the Lead Applicant and NIE roles.

As the Lead Applicant and NIE, MDC commits to all duties and responsibilities required of the Lead Applicant and to the execution of the neighborhood strategy under the Goulds CNI for the length of the FY2022 Choice Neighborhoods Implementation Grant term.

Specifically, those duties and responsibilities include the following:

I. Basic Commitments for Lead Applicant and all Principal Team Members

A. Commitment to the Transformation Plan and Implementation Schedule: MDC acknowledges that it:

1. has reviewed the FY2022 Choice Neighborhoods Implementation Grant Program Notice of Funding Opportunity (“NOFO”) and related guidance from HUD;
2. has participated in the preparation of the Transformation Plan and Application; and
3. is fully committed to the goals and requirements of the NOFO, the Transformation Plan, the Application, the requirements of the Grant, and this Agreement; and
4. agrees to take all necessary actions to implement the activities identified in the Transformation Plan in accordance with HUD requirements.

- B. Commitment to Work Collaboratively: MDC commits to work collaboratively with other Principal Team Members and with key partners and stakeholders throughout the term of the Grant.
- C. Leverage of Available Funds: MDC will leverage or assist in leveraging available federal, state, local, and private funds as available with additional public and private funding to support integrated strategic investment for transformation in the Goulds Neighborhood and its immediate surrounds.
- D. Incorporation of NOFO and Grant Agreement Requirements: MDC is entering into the Lead Applicant and NIE roles in furtherance of the Application, and as required by Section III.D.4 of the NOFO.

MDC intends that this Certification shall conform to and satisfy all requirements of the NOFO. In the event of any inconsistency between any NOFO requirement and the provisions of this Certification, or in the event of a failure to include a provision necessary to satisfy such requirements, then this Certification shall be construed to incorporate a provision satisfying such NOFO requirements and, if necessary, MDC will execute in writing an amendment to this Certification. In addition, MDC agrees to amend this Certification to comply with the provisions of the HUD Grant Agreement should a Grant be awarded.

- E. Organizational and Decision-Making Structure: The **Choice Governance Council (“CGC”)** will provide overall guidance, collaboration, support and accountability to the implementation process. The CGC will consist of Mayor Levine Cava’s designated representative, lead representatives of each implementation entity for Housing, People and Neighborhood strategies (key team members for the lead entities are described in more detail in respective capacity sections); elected resident leadership from the Cutler Manor Resident Council, a representative from the Goulds Community Action Committee; lead representatives from key Miami-Dade Departments (Community Action and Human Services; Parks, Recreation and Open Spaces; Transportation and Public Works; Regulatory and Economic Resources including the Office of Climate Resiliency and Chief Heat Officer), the Miami-Dade Police Department; lead representative from Principle Education Partner (Miami-Dade Public Schools) and health, workforce and philanthropic partners. Totaling approximately 25 members, the CGC will meet quarterly to review grant progress and make any decisions not reached by consensus at a lower level. Meetings will be open to the public and agendas and meeting summaries will be shared on the Choice website and in printed materials.

MDC through PHCD will designate a CNI Project Director to lead the day-to-day activities associated with the Transformation Plan implementation, and to direct the Choice Working Group (CWG) which will include the implementation leads and support staff. The CNI Project Director will have day-to-day responsibilities to lead and manage the CWG, comprised of all lead entities: PHCD’s Neighborhood Implementation Coordinator; Preservation of Affordable Housing, Inc. (“POAH”) as Housing Implementation Entity, Carrfour Supportive Housing, Inc. as People Implementation Entity, and POAH Communities, LLC (Property Manager, Community Impacts). Key support staff will include the CNI Project Manager (designated by PHCD), the Housing Project Manager (designated by POAH), and the Neighborhood Project Manager

(designated by MDC), the People Project Manager (designated by Carrfour), and the Property Manager and Community Impacts Manager (designated by POAH Communities, LLC).

The CWG will coordinate overall communications, plans, and activities, and the implementation structure will be flexible, collaborative, and community based. Each lead entity will coordinate plans with strategic partners that have major deliverables in their respective areas. The entities are committed to implementing the Transformation Plan in a collaborative, consensus-oriented manner whenever possible; however, in the event of any disputes, the team will refer the disputed issue to the CGC for a final decision, again by consensus whenever possible but otherwise with a deciding vote by the MDC PHCD Director as Lead Grantee.

The **Cutler Manor Resident Council (“CMRC”)** will be formed with technical support from POAH using best practices in trauma-informed design and resident leadership development. The CMRC is expected to meet bi-monthly and include representatives from the redeveloped Cutler Manor sites. Input will inform neighborhood investments, service partnerships, community resident marketing plans for new housing, and relocation and reoccupancy supports.

The CWG will rely on the CGC and the CMRC, as well as other County and community partners, for continued stakeholder input during the planning process in order to ensure meaningful community participation. Key partners will also be invited to join Working Group meetings.

II. Responsibilities of MDC as Lead Applicant:

- A. **Lead Applicant.** MDC shall be the Lead Applicant for the Grant and will carry out all responsibilities required of the Lead Applicant as described in the NOFO and the Grant Agreement.
- B. **Lead Applicant Responsibilities.** As the Lead Applicant, MDC is accountable to HUD to complete the work proposed in the application, as amended with HUD approval, and will be principally responsible for:
 - 1. Coordination of all components of the Transformation Plan and for processing the approval of the Transformation Plan through HUD as may be necessary or appropriate. It is anticipated the Plan will include supplemental information as requested by HUD, such as the CCI Plan; budgets covering program administration, rehousing, supportive services, and predevelopment and component phases of the development activities; waiver requests, if any; acquisition plans; implementation schedules; a detailed community supportive services plan for the People component; and other information as HUD may require pursuant to the Grant Agreement;
 - 2. Facilitating resident and neighborhood involvement in planning for and implementing the Transformation Plan for the Goulds Neighborhood, in partnership with lead entities. This includes convening the Choice Governance Council, managing resident involvement in major decisions, and developing and managing a coalition of stakeholders in support of the Transformation Plan;

3. Supervision and coordination of the Housing and People Implementation Entities, and coordination of plans with Miami-Dade County Public Schools, the Principal Education Partner. The Working Group will review the status of activities, plans, and implementation efforts will be reviewed at regular meetings.
 4. Sole access to the CNI Program funding through HUD's LOCCS and responsibility for the administration of the funds disbursed from HUD under the Grant Agreement. MDC shall comply with all the accounting, disbursement, and recordkeeping requirements set forth in the Grant Agreement;
 5. Preparation and disbursement of the Grant funds for predevelopment, development administration, and services, subject to HUD review and approval;
 6. Reporting and submitting all required documents and reports to HUD or other governmental agencies, including financial, management and project status activity reports;
 7. Providing staff support during the grant term including a full-time CNI Project Director.
 8. Applying for State or other funding as opportunities arise; and
 9. Achieving replacement of the Cutler Manor public housing units.
- C. **Build Equitable Policies.** MDC will engage other public partners to participate in the planning process to ensure support for equitable development and to shape and enforce good policy around development opportunities.

III. Responsibilities of MDC as the Neighborhood Principal Team Member:

- A. **Neighborhood Implementation Entity.** In addition to its commitment to all items in I.A.-I.E. above, MDC will implement the Neighborhood component of the Transformation Plan and will be responsible for managing day-to-day improvement activities associated with the Transformation Plan. These activities will be staffed by a Neighborhood Implementation Coordinator.
1. MDC reaffirms its understanding of and commitment to the Neighborhood--related standards of the CNI Program, including that the Transformation Plan is intended to spur outside investment in the Goulds Choice Neighborhood, enhance economic and education opportunities for residents, remove impediments to continued redevelopment, and sustain the revitalization effort for the long-term.
 2. MDC specifically commits to undertake the following activities, as detailed in the Application:

- a. Coordinating the services and activities of the larger Neighborhood Strategy implementation. Due to the public nature of the neighborhood strategies, achieving the neighborhood vision will require the involvement of many entities as outlined in the Transformation Plan. MDC will be responsible for coordinating the work of these entities and their impact on the neighborhood.
- b. MDC will coordinate all County agencies and commitments related to the Transformation Plan and ensure their timely completion. This will include but not be limited to: Public Housing and Community Development; Parks, Recreation, and Open Spaces; Miami-Dade Police Department; Community Action and Human Services; Cultural Affairs; Transportation and Public Works; Regulatory & Economic Resources; Chief Resilience Officer, Chief Heat Officer. Additionally, the County will work in close partnership with Miami-Dade County Public Schools on education initiatives related to the Transformation Plan.
- c. Overseeing the implementation of identified Critical Community Improvements per the Grant Agreement and coordinating with the County departments noted above as needed to deliver neighborhood initiatives targeted to the Goulds Neighborhood.
- d. Applying for funding opportunities as they may arise during the implementation period that may benefit the neighborhood component of the Transformation Plan.
- e. Ensuring the collection and analysis of data for planning, tracking, evaluation, and ongoing improvement of neighborhood improvements efforts; and coordinating data collection with other key partners; developing a data sharing agreement with the People Implementation Entity (Carrfour) and property management entity (POAH Communities) to ensure resident data can be shared on as needed to achieve the goals of the People Plan.

Sincerely,



Michael Liu, Director
Miami-Dade County Public Housing and Community Development



**CHOICE NEIGHBORHOODS INITIATIVE PARTNERSHIP CERTIFICATION
PRESERVATION OF AFFORDABLE HOUSING, INC.
HOUSING IMPLEMENTATION ENTITY**

January 9, 2023

Ms. Luci Blackburn, Director of Choice Neighborhoods
U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410

Dear Director Blackburn:

This letter certifies that Preservation of Affordable Housing, Inc. (“POAH”) is the Housing Implementation Entity (“HIE”) for the submission of a FY 2022 Choice Neighborhoods Initiative Implementation Grant for the Goulds Choice Neighborhoods Initiative (“Goulds CNI”). As the HIE, POAH commits to all responsibilities and duties corresponding to the execution of the Housing strategy under the Goulds CNI for the length of the FY2022 Choice Neighborhoods Implementation Grant term.

Specifically, those duties and responsibilities include the following;

I. Basic Commitments for all Principal Team Members

A. Commitment to the Transformation Plan and Implementation Schedule

POAH acknowledges that it:

1. has reviewed the FY2022 Choice Neighborhoods Implementation Grant Program Notice of Funding Opportunity (“NOFO”) and related guidance from HUD;
2. has participated in the preparation of the Transformation Plan and Application; and
3. is fully committed to the goals and requirements of the NOFO, the Transformation Plan, the Application, the requirements of the Grant, and this Agreement; and
4. agrees to take all necessary actions to implement the activities identified for the HIE in the Transformation Plan in accordance with HUD requirements.

B. Commitment to Work Collaboratively.

POAH commits to work collaboratively with other Principal Team Members and with key partners and stakeholders throughout the term of the Grant.

C. Leverage of Available Funds. POAH will leverage or assist in leveraging available federal, state, local, and private funds as available with additional public and private funding to support integrated strategic investment for transformation in the Goulds Neighborhood and its immediate surrounds.

- D. Incorporation of NOFO and Grant Agreement Requirements
POAH is entering into the HIE role in furtherance of the Application, and as required by Section III.D.4 of the NOFO.
- E. Organizational and Decision-Making Structure POAH acknowledges that the Choice Governance Council (“CGC”) will provide overall guidance, collaboration, support and accountability to the implementation process, and POAH commits to being an active member of the CGC and seeking input on critical decisions and programmatic matters related to the Housing People component of the Transformation Plan (“Housing Plan”).

POAH further commits to be an active and engaged member of the Choice Working Group, and work in a collaborative, consensus-building manner with other implementation team members to advance the objectives of the Transformation Plan, including with external partners.

POAH also commits to engage the Cutler Manor Resident Council for stakeholder input during the planning and implementation process, and beyond.

POAH is entering into the HIE role in furtherance of the Application, and as required by Section III.D.4 and III.F.2.r of the NOFO.

II. Responsibilities of POAH as Housing Implementation Entity:

- A. General Responsibilities: POAH, in collaboration with MDC, will implement the Housing Component of the Transformation Plan and will be responsible for implementing day-to-day development and asset management activities associated with the Transformation Plan. POAH specifically reaffirms its understanding of and commitment to the following Housing-related standards of the CNI program:
 1. The Transformation Plan is intended to replace distressed public housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood. Housing transformed with the assistance of the Grant is to be:
 - a. Well-Managed and Financially Viable. Developments have budgeted appropriately for the rental income that reasonably can be generated from the project and meet or exceed applicable industry standards for quality management and maintenance of the property. In addition, the developments benefit from high quality maintenance over time with upgrades and replacements performed in accordance with applicable industry standards.
 - b. Mixed-Income. Affordable to families and individuals with a broad range of incomes including, very low-income, low-income, moderate-income, and market rate or unrestricted.
 - c. Energy Efficient, Climate Resistant, and Sustainable. Housing with low per unit energy and water consumption and is built to be resistant to local disaster risk; and
 - d. Accessible, Healthy, and Free from Discrimination. Housing is well-designed, meets federal accessibility requirements and embraces concepts of visitability and universal design, has healthy indoor air quality, has affordable broadband Internet access, and is free from discrimination.
 2. The Transformation Plan will ensure that previous residents of Cutler Manor housing development benefit from transformation by preserving affordable housing in Goulds. The Transformation Plan further includes, and POAH will participate in, resident involvement in planning and implementation activities in accordance with the NOFO.

3. The Transformation Plan's redevelopment activities will include the one-for-one replacement of all 218 affordable housing units covered under the Section 8 Housing
 4. Housing developed under the Transformation Plan will:
 - a. Remain affordable for a minimum of forty (40) years pursuant to legally enforceable, recorded documents consistent with the long-term viability of the housing; and
 - b. Be provided in conformity with civil rights laws and their implementing regulations, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and the Rehabilitation Act of 1973 and applicable site and neighborhood standards such as 24 CFR .4(b)(3) and 24 CFR 941.202 (and all programs and activities related to the Grant including demolition or disposition, relocation, replacement and re-occupancy of housing units shall be conducted in compliance with federal civil rights laws).
 5. POAH will provide requisite staffing including a full-time Housing Project Manager to manage the coordination of all Housing Implementation activities.
 6. POAH will carry out its redevelopment activities in full compliance with applicable labor standards including Davis-Bacon wage rates (to the extent applicable), and specifically agrees to create resident employment opportunities and contract with Section 3 business entities in a manner that, at a minimum, complies with HUD's regulations.
- B. Resident Relocation: With regards to resident relocation, POAH will be responsible for, but not limited to, the following tasks, in collaboration with the relocation consultant, Urban Relocation Services, Inc.:
1. Provide each lease-compliant tenant occupying a Cutler Manor unit as of the date of grant award the opportunity to return to a replacement unit and the highest-level preference for occupancy of replacement units before such units are made available to other households.
 2. Prepare a detailed relocation plan and schedule in accordance the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the Housing and Community Development Act of 1974.
 3. Develop, implement and oversee the administrative structure and processes for the relocation program that will be fully integrated with the case management structure.
 4. Participate in meetings with the resident organization, the broader community, and other entities, as needed, to ensure a smooth relocation process.
 5. Undertake all facets of the relocation process for affected households including but not limited to:
 - a. Provide outreach to residents regarding the relocation program including conducting community meetings, relocation fairs, drop-in sessions, and workshops as well as newsletters and written correspondence.
 - b. Survey all households to determine special needs, assess interest in various relocation options; and any potential challenges to successful relocation.
 - c. Provide translation and/or interpreter services/ as needed for individual resident counseling as well as community meetings and correspondence.
 - d. Orchestrate individual and/or family meetings to develop, explain and calculate relocation benefits to households.
 - e. Conduct regional mobility counseling to ensure families move to opportunity neighborhoods; prepare fact sheets and other documentation to assist residents in their housing search.
 - f. Identify comparable units for households in accordance with household needs.
 - g. Conduct outreach to potential landlords to assist residents in successfully identifying Section 8 units. Provide lease negotiation assistance when necessary. Manage

- reimbursement of security deposit assistance upon move out as well as collection upon re-occupancy, if necessary.
- h. Provide information on Housing Choice Voucher Program policies and procedures as well as how to work with private landlords comply with private leases, handle utility and maintenance problems, conduct a housing search, and identify and respond to fair housing issues.
 - i. Coordinate transportation and other needs, such as childcare, to enable residents to view and be assessed for comparable units.
 - j. Schedule moves and work with moving contractors to assure that move-outs and move-ins are completed as scheduled.
 - k. Work with utility companies to ensure timely hookups and with the post office to accomplish mailing address changes. Work with returning residents to address outstanding utility balances and assist residents to obtain necessary utility connections upon returning to the new development. Help prepare residents one-on-one and in workshops to assume utility payments upon returning to the new site, including providing education on energy conservation.
 - l. Arrange for storage, as appropriate under the relocation plan; provide for extermination of all personal belongings prior to the move; provide packing assistance, as needed.
 - m. Assist residents to complete the required paperwork including, but not limited to, applications, leases, and other necessary applications required to obtain a replacement unit.
 - n. Identify special needs of residents, assist with reasonable accommodation paperwork process to ensure relocation unit has required special features.
 - o. Develop payment and financial reporting systems for timely disbursement of relocation benefits, including security deposits.
 - p. Work collaboratively with management to provide assistance during the re-occupancy period. Provide housekeeping and budgeting workshops and one-on-one assistance with households that need this assistance in order to meet the Good Standing requirements.
 - q. Maintain all URA-required documentation and deliver all relocation notices required under the URA/104(d) and other applicable federal and Florida and regulations.
 - r. Track relocation and related activities via the comprehensive community and supportive services/relocation tracking system.

III. Roles of MDC and POAH with respect to the Housing Plan:

A. Housing Replacement Plan.

1. MDC, as Lead Applicant and POAH, as the Housing Implementation Entity, shall collectively develop and agree to the replacement housing plan. The Housing Replacement Plan as outlined in the Transformation Plan provides for one-for-one replacement in accordance with all HUD policies, procedures and requirements for project-based section 8 HAP, and includes the replacement of 218 replacement housing units, the same number of units under contract as of the application due date. An additional 219 non-replacement rental units and 8 affordable homeownership units will be developed by POAH as HIE for a total of 445 units.
2. MDC through its Public Housing and Community Development (PHCD) department, has committed to providing 37 Project Based Vouchers (PBV) as replacement housing to be

3. built in eligible Choice Neighborhoods replacement locations, and POAH commits to adhere to the PBV program requirements, as provided by PHCD and HUD.
4. Any addition or deletion of sites to this plan, or substantial change in number of units for the sites identified must be jointly agreed to by MDC and POAH, and approved by HUD.

B. Developer Obligations:

1. Affiliates of POAH currently hold site control of the Targeted Site, Cutler Manor (POAH Cutler Manor, LLC, for which POAH is the managing member) and the In-Goulds Replacement Housing Site known as Phase I (POAH Cutler Manor II, LLC, for which POAH is the sole member of the managing member, POAH CMII AM, LLC). POAH will ensure site control is maintained by the HIE, or its affiliate through implementation.
2. POAH or its affiliate is required to provide construction completion, operating deficit and/or tax credit compliance guarantees and shall be the managing member, or managing partner, of each new Development entity for the phased development.
3. POAH's developer fee will comply with HUD guidelines (HUD Cost Control and Safe Harbor Standards).
4. POAH, as the party providing the construction completion, operating deficit and tax credit compliance guarantees, shall have lead responsibility for selecting the general contractor and debt and equity provider.
5. POAH's affiliate, POAH Communities, LLC, will serve as property manager.
6. POAH will be granted the first right of refusal and option agreement at the end of the tax credit compliance period at the lowest price that is permitted under Section 42(i)(7) of the Internal Revenue Code of 1986, as amended.

C. Joint Responsibility

MDC and POAH will be jointly responsible for the following:

1. Ensure that all proposed activities are carried out in a manner that affirmatively furthers fair housing in compliance with the Fair Housing Act and its implementing regulations.
2. Reviewing, coordinating and approving the proposed housing development by phase;
3. Providing design review, quality control and value engineering on all phases;
4. Coordinating activities with other MDC departments;
5. Coordinating, identifying, and interacting with other entities relative to all funding sources associated with the Housing component of the CNI Program;
6. Monitoring compliance with all federal requirements, and
7. Overseeing and tracking the federal, state, local and private financial interest in the Housing Component of the CNI Program.

Sincerely,



Aaron Gornstein
President & CEO

EXHIBIT D
Development Schedule

Projected Timeline



	2023				2024				2025				2026				2027				2028				2029				2030							
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Phase 1 - In Goulds	█	█	█	█																																
Phase 1 - Resident Relocation					█	█	█	█																												
On-site Relocation-Stage 1									█	█																										
On-site Partial Demo- Stage 2																																				
Phase 2 - 80 Units (Senior)									█	█	█	█																								
Phase 2 - Resident Relocation													█	█																						
On-site Relocation-Stage 2																																				
On-site Partial Demo- Stage 2																																				
Phase 3 - 113 Units																																				
Phase 3 - Resident Relocation																																				
On-site Relocation-Stage 3																																				
On-site Partial Demo- Stage 3																																				
Phase 4 - 132 Units																																				
Phase 4 - Resident Relocation																																				
Phase 5 - Home Ownership																																				

EXHIBIT E

Predevelopment Loan Documents

GOULDS CHOICE NEIGHBORHOODS INITIATIVE

PREDEVELOPMENT LOAN AGREEMENT

This Predevelopment Loan Agreement (the “**Agreement**”) is effective as of _____ (“**Effective Date**”), by and between [**OWNER ENTITY**], a Florida _____ (“**Borrower**”), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (“**Lender**” or “**County**”).

PREAMBLE

A. Preservation of Affordable Housing, Inc. (“**POAH, Inc.**”) is the sole member of POAH Cutler Manor, LLC, the owner of Cutler Manor Apartments, and the Housing Implementation Entity for the redevelopment of the Target Site under the Goulds/Cutler Manor Choice Neighborhoods Implementation Grant (“**Choice Implementation Grant**”) awarded by the U.S. Department of Housing and Urban Development (“**HUD**”) to the County as Lead Applicant. Preservation of Affordable Housing, LLC (“**Developer**”) is also wholly owned by POAH, Inc. The County and Developer are parties to that certain Development Agreement effective as of _____, 2023 (the “**Development Agreement**”). Capitalized terms in this Agreement not otherwise defined in this Agreement shall have the meaning given to them in the Development Agreement.

B. Developer has created the Borrower to serve as the Owner Entity for the [_____] Phase of the Development.

C. Pursuant to Section 2.3 of the Development Agreement, subject to HUD approval, the County has agreed to make Choice funds available in the form of a non-recourse Predevelopment Loan for seventy-five (75%) of the costs in the Predevelopment Budget for each Phase (on an overall, not line item, basis).

D. The terms and conditions of this Agreement are intended, among other things, to elaborate and provide more specific detail regarding the terms of the Predevelopment Loan (as such term is defined below) to be made to the Borrower.

AGREEMENT

In consideration of the promises and their mutual covenants herein contained, the parties intending to be legally bound agree as follows:

1. **Loan.** The Lender agrees to make a loan to the Borrower in a principal amount not to exceed \$[_____] (the “**Predevelopment Loan**”) to fund expenses identified in the budget attached as Exhibit A (as it may be revised with the written approval of the Lender, the “**Predevelopment Budget**”). The Predevelopment Loan shall not bear interest. The Lender must approve any change orders with Third Parties funded by proceeds of this Agreement that are in excess of twenty-five (25%) percent for any line item of the Predevelopment Budget or otherwise take any action that would materially alter the work to be performed under the applicable contract.

2. **Advances.** The Borrower shall submit to the Lender, no more often than monthly unless otherwise approved by the County, a payment request for the advance of Predevelopment Loan funds

for expenditures incurred for activities identified in the Predevelopment Budget, or the portion thereof permitted to be funded hereunder. Each payment request shall identify, by line item, (a) the total costs to date incurred by the Borrower, (b) the amounts, if any, of previous advances of Predevelopment Loan funds to the Borrower for such item, and (c) the portion, if any, of such costs for which an advance is requested under the payment request, and shall be accompanied by separate billing statements or invoices from each third-party service provider to which payment has been made or that remain outstanding. The Lender shall advance Predevelopment Loan proceeds to the Borrower within twenty-five (25) calendar days of the Lender's receipt of the payment request, except only to the extent of any portion thereof as to which the Lender shall provide written notice of the Borrower of its reasonable objection within ten days after the date of submission of the payment request to the Lender. If Lender provides such written notice, it shall nonetheless continue to advance proceeds for elements of the requested advance not subject to objection. Notwithstanding anything to the contrary in this Agreement, Predevelopment Loan proceeds shall be advanced for seventy-five percent (75%) of the costs in the Predevelopment Budget overall, and not on a line-item basis.

3. **Maturity Date.** The term of this agreement shall be from the Effective Date until the earlier of (i) Closing for the Phase; or (ii) _____, _____ unless extended in writing by the Parties (the "**Repayment Date**"); or (iii) as provided in the Development Agreement (the "**Maturity Date**").

4. **Repayment.** The obligation of the Borrower to repay the Predevelopment Loan shall be evidenced by a Predevelopment Note in the form attached as **Exhibit B**. The entire principal amount of the Predevelopment Loan shall mature and be due and payable upon the Maturity Date. If the Maturity Date occurs at Closing of the Project, the Predevelopment Loan shall either be (i) repaid from non-County sources or (ii) repaid from any new mortgage loan to be loaned by the Lender at Closing (the "**Closing Loan**"). At the unilateral option of the Borrower, Borrower shall have the right to satisfy the Predevelopment Note and Lender agrees to accept the funding of the Closing Loan in an amount equal to (or in excess of) the Predevelopment Loan as satisfaction of a like amount of Borrower's repayment obligation with respect to the Predevelopment Loan on the Maturity Date.

5. **Representations and Warranties.**

- a. The Borrower is duly organized, validly existing and in good standing as a limited liability company under the laws of the State of Florida.
- b. The Borrower has full power and County to enter into the transactions provided for in this Agreement and has been duly authorized to do so by all necessary and appropriate action and when executed and delivered by the Borrower, this Agreement and the Predevelopment Note will constitute the legal, valid and binding obligations of the Borrower, enforceable in accordance with their terms.

6. **Additional Provisions.** Lender will not be obligated to make any advances of the Predevelopment Loan funds if the Developer or Borrower fails to perform or breaches any of the covenants, conditions or agreements contained in this Agreement or the Predevelopment Note which are not cured within ten (10) days after written notice or if there is an Event of Default under the Development Agreement (not cured within applicable periods).

7. **Miscellaneous.** This Agreement is governed by the laws of the State of Florida. No

modification or waiver of any of the terms of this Agreement, nor any consent to any departure by the Borrower therefrom, will be effective unless made in a writing signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. This Agreement and the Predevelopment Note (and any additional agreements incorporated herein) constitute the entire agreement between Lender and the Borrower concerning the Predevelopment Loan, and shall replace all prior understandings, statements, negotiations and written materials relating thereto. The Development Agreement is incorporated herein by reference.

8. **Contracts.** The Borrower shall make available for review by the Lender and HUD copies of all contracts for Project predevelopment work, or any portion thereof, in accordance with the Development Agreement and this Agreement. The Borrower agrees that all its interest in drawings, tracings, specifications and other documents prepared by the Borrower, its individual members or subcontractors and used in the predevelopment work and construction on the Project and financed with Predevelopment Loan proceeds shall be collaterally assigned to the Lender pursuant to the Assignment of Project Documents attached as Exhibit C.

9. **HUD Provisions.** The Lender and Borrower acknowledge that the proposed transfer to Borrower, or to any other participating party, of Choice funds, as described in this Agreement, shall not be deemed to be an assignment of such funds. Nothing contained in any agreement between the Lender and the Borrower, nor any act of HUD or the Lender, 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 Lender as provided under the terms of the Choice Implementation Grant.

10. **Jurisdiction and Venue.** Borrower hereby agrees that all actions or proceedings initiated by Borrower and arising directly or indirectly out of this Agreement or the Note shall be litigated in the County of Miami-Dade, Florida. Borrower hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by Lender in such court.

11. **Applicable Law.** This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida and, to the extent applicable, the Laws of the United States of America.

12. **Recourse Provisions.** Except in the case of fraud or intentional misrepresentation, the Predevelopment Loan contemplated under this Agreement, as evidenced by the Predevelopment Loan Note, is non-recourse and neither the Lender, nor any of their successors or assigns, shall be entitled to take any action against the Borrower or any partner or member of the Borrower or its or their heirs, successors and assigns.

13. **No Oral Agreements.** THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signatures on Next Page]

This Loan Agreement is executed to be effective as of the date first above written.

BORROWER:

[_____]

By: [_____]

By: Preservation of Affordable Housing, Inc., its sole member and manager

By: _____

Aaron Gornstein, President and Chief Executive Officer

LENDER:

MIAMI-DADE COUNTY

By: _____

County Mayor or County Mayor's Designee

EXHIBIT A
PREDEVELOPMENT BUDGET

EXHIBIT B
PREDEVELOPMENT LOAN NOTE

PREDEVELOPMENT LOAN NOTE

GOULDS CHOICE NEIGHBORHOODS INITIATIVE

For value received, [BORROWER], a Florida _____, (the “**Borrower**”) promises to pay to the order of MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the “**Lender**”), the principal sum of [LOAN AMOUNT] or so much thereof as shall be advanced to or for the account of the Borrower pursuant to the terms of a certain Predevelopment Loan Agreement (the “**Loan Agreement**”) of even date herewith between the Borrower and the Lender, which Loan Agreement is incorporated by reference.

The term of this Note is the same as the term as the Loan Agreement. The Note is due and payable in full the earlier of (i) Closing for the Project; or (ii) _____ unless extended in writing by the Parties; or (iii) as provided in the Development Agreement (the “**Maturity Date**”). This Note shall not bear interest during its term. No payment shall be due during the term hereof, until the Payment Date, whereupon the outstanding principal balance hereof shall be due and payable.

The Borrower shall have the right to prepay this Note in whole at any time or in part from time to time during its term. Any such prepayment may be made without premium or penalty. All payments hereunder shall be made at the office of Lender: _____, or elsewhere as shall be directed in writing by any holder hereof.

In the event that Borrower fails to make any payment required to be paid hereunder within fifteen (15) days after the same is due or fails to perform or breaches any of the other covenants, conditions or agreements contained in this Note which is not cured within thirty (30) days after written notice or in the Loan Agreement, which failure continues beyond the expiration of any applicable notice and cure period set forth therein (each an “**Event of Default**”), the entire unpaid balance of the principal debt, together with any other charges, shall at the election of the Lender and without further notice become immediately due and payable and no failure on the part of the Lender to exercise any of its rights hereunder shall be deemed a waiver of any such rights or any default hereunder.

Commencing on an Event of Default and continuing until this Note is paid in full or all defaults are cured, whichever first occurs, interest on this Note shall accrue on the outstanding principal balance at a rate per annum equal to the prime rate announced by U.S. Bank National Association (or its successor) as its Prime Rate plus four (4%) percent.

If this Note is not paid when due and is placed with an attorney for collection, and whether or not suit is entered hereon, the Borrower further agrees to pay the Lender, in addition to the principal and interest then due, the costs of suit and reasonable attorneys’ fees.

No failure on the part of the Lender to exercise any of its rights hereunder shall be deemed a waiver of such rights or of any Event of Default. Any notice which the Lender shall elect or be required to give shall be deemed to be given when (a) mailed by Registered or Certified Mail, Return Receipt Requested, or (b) sent for overnight delivery by a nationally recognized delivery service, addressed to the Borrower at the address on the Lender’s records.

Presentment, protest and notice of dishonor are hereby waived to the extent such may legally be waived.

The Note shall be non-recourse, except in the event of fraud or misrepresentation.

This Note shall be governed by and construed in accordance with the laws of the State of Florida, without application of any statute relating to conflicts of law.

IN WITNESS WHEREOF, the Borrower has caused this instrument to be executed on the day and year first above written.

BORROWER:

[_____]

By: [_____]

By: Preservation of Affordable Housing, Inc., its sole member and manager

By: _____

Aaron Gornstein, President and Chief Executive Officer

EXHIBIT C
ASSIGNMENT OF PROJECT DOCUMENTS

ASSIGNMENT OF PROJECT DOCUMENTS
GOULDS CHOICE NEIGHBORHOODS INITIATIVE

THIS ASSIGNMENT OF PROJECT DOCUMENTS (the “**Assignment**”) is made as of [_____], by between [**BORROWER**], (“**Borrower**”) and MIAMI-DADE COUNTY (“**Lender**”).

WHEREAS, pursuant to terms more specifically described in a loan agreement between the Lender and Borrower of even date herewith (the “**Loan Agreement**”), the Lender intends to lend to Borrower up to [] (the “**Loan**”) to partially reimburse Borrower’s third-party costs.

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the performance by the Lender of its obligations under the Loan Agreement;

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Unless expressly defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement or in the Development Agreement, as incorporated into the Loan Agreement by reference.
2. Borrower hereby grants, transfers and assigns to the Lender all the right, title and interest of Borrower, to the extent assignable, in and to the following documents now or hereafter executed by Borrower:
 - (a) all contracts and subcontracts, together with any and all extensions, modifications, amendments and renewals thereof, which are entered into by Borrower in connection with the performance of the predevelopment work described in the Loan Agreement, and written consent to such assignment, a form of which consent is attached at Exhibit 1;
 - (b) all building permits, governmental permits, licenses and authorizations now or hereafter issued in connection with the construction, development or operation of the Project;
 - (c) any agreement relating to the design and monitoring of construction of the Project between the Borrower and the architect or architects selected or to be selected by the Borrower (“**Architect**”), together with any and all extensions, modifications, amendments and renewals thereof (collectively, the “**Architect’s Agreement**”) and the Architect’s written consent thereto, a form of which consent is attached at Exhibit 1; and
 - (d) all plans, specifications, bid documents, schedules, drawings, models and other information and materials related to the design or construction of the Project collected, produced, prepared or acquired by or for the Borrower.

The items referred to in this Section 2 are collectively referred to as the “**Project Documents**.”

3. This Assignment is given for the purpose of securing the payment of all sums, now or

at any time due the Lender under any of the Loan Documents and any extensions, modifications, amendments and renewals thereof, and the performance and discharge of the obligations, covenants, conditions and agreements of Developer contained in any of the Loan Documents.

4. Borrower agrees as follows:

(a) Borrower will faithfully abide by, perform and discharge each and every obligation, covenant, condition and agreement of the Project Documents to be performed by Borrower and in accordance with the exercise of prudent business judgment, to enforce performance by the other parties thereto of each and every obligation, covenant, condition and agreement to be performed by each such other party.

(b) During the continuance of an Event of Default, the Lender shall have the right (but not the obligation), without notice to or demand on Borrower, to perform and discharge each and every obligation, covenant, condition and agreement of Borrower under the Project Documents and, in exercising any such powers, to pay necessary costs and expenses, employ counsel and incur and pay attorneys' fees and expenses. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Documents or by reason of this Assignment.

(c) During the continuance of an Event of Default, the Lender may, at its option, without notice and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court at any time hereafter, enforce for its own benefit any one or all of the Project Documents. The exercise of any rights under this Assignment shall not be deemed to cure or waive any default under any of the Loan Documents or waive, modify or affect any notice of default under any of the Loan Documents or invalidate any act done by the Lender pursuant to or following such notice.

(d) Each of the parties to any of the Project Documents other than Borrower, upon written notice from the Lender of the continuance of an Event of Default, shall be and hereby is authorized by Borrower to perform their respective agreements for the benefit of the Lender in accordance with the terms and conditions thereof without any obligation to determine whether or not such an Event of Default has in fact occurred and continues.

5. Borrower hereby covenants and represents to the Lender that: (a) Borrower has not previously assigned, sold, pledged, transferred, mortgaged, hypothecated or otherwise encumbered the Project Documents or any of them or its right, title and interest therein; (b) Borrower shall not assign, sell, pledge, transfer, mortgage, hypothecate or otherwise encumber its interests in the Project Documents or any of them except that Borrower may do so in connection with the financing of a Project; (c) Borrower has not performed any act that might prevent Borrower from performing its undertakings hereunder or that might prevent the Lender from operating under or enforcing any of the terms and conditions hereof or that would limit the Lender in such operations or enforcement; (d) Borrower is not in default under any of the Project Documents, and to the best knowledge of Borrower, no other party to the respective Project Documents is in default thereunder; (e) except as provided in the Loan Agreement, no amendments to any material terms of the Project Documents will be made without the prior written consent of the Lender, which consent shall not be unreasonably

withheld, delayed or conditioned; and (f) upon execution of any of the Project Documents, Borrower will deliver a copy of such Project Documents (or the original at the Lender's request) to the Lender and will require such of the parties thereto as the Lender may designate to execute and deliver to the Lender a consent to this Assignment.

6. All notices, demands or documents that are required or permitted to be given or served hereunder shall be in writing and shall be deemed sufficiently given when delivered or mailed in the manner set forth in the Loan Agreement.

7. Any provision in the Loan Agreement that pertains to this Assignment shall be deemed to be incorporated as if such provision were fully set forth in this Assignment. In the event of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail. A provision in this Assignment shall not be deemed to be inconsistent with the Loan Agreement by reason of the fact that no provision in the Loan Agreement covers such provision in this Assignment.

8. This Assignment is made for collateral purposes only (i.e., as concurrent security for the obligations evidenced in the Loan Documents), and the duties and obligations of Borrower under this Assignment shall terminate when all sums due the Lender under the Loan Documents are paid in full and all obligations, covenants, conditions and agreements of Borrower contained in the Loan Documents are performed and discharged. This Assignment shall become effective upon an Event of Default as defined in the Loan Documents.

9. This Assignment shall be governed by the laws of the State of Florida. To the greatest extent permitted by law, Borrower hereby waives any and all rights to require marshaling of assets by the Lender.

10. It is expressly intended, understood and agreed that this Assignment and the other Loan Documents are made and entered into for the sole protection and benefit of Borrower and the Lender and their respective successors and assigns (but in the case of assigns of Borrower, only to the extent of assignments thereof to affiliates of Borrower which are to undertake the development and financing of the Project, and otherwise only as permitted hereunder); that no other person or persons shall have any right at any time to action hereon or rights to the proceeds of the loan evidenced and secured by the Loan Documents; that such loan proceeds do not constitute a trust fund for the benefit of any third party; that no third party shall under any circumstances be entitled to any equitable lien on any such undisbursed loan proceeds at any time and that the Lender shall have a lien upon and right to direct application of any such undisbursed loan proceeds as provided in the Loan Documents.

11. The relationship between the Lender and Borrower is solely that of the Lender and Borrower, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than the Lender and Borrower.

12. Borrower and the Lender intend and believe that each provision in this Assignment comports with all applicable local, state or federal laws and judicial decisions. However, if any provision or provisions or if any portion of any provision or provisions in this Assignment is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law,

administrative or judicial decision or public policy, and if such court should declare such portion, provision or provisions of this Assignment to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Borrower and the Lender that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein and that the rights, obligations and interests of Borrower and the Lender under the remainder of this Assignment shall continue in full force and effect.

IN WITNESS WHEREOF, Borrower and Lender have duly executed this Assignment on the day and year first above written.

BORROWER:

[_____]

By: [_____]

By: **Preservation of Affordable Housing, Inc., its sole member and manager**

By: _____

Aaron Gornstein, President and Chief Executive Officer

LENDER:

MIAMI-DADE COUNTY

By: _____

County Mayor or County Mayor's Designee

Exhibit 1:

Form of Other Contractors' Consent (including Architect)

CONSENT AND AGREEMENT OF CONTRACTOR

[]

The undersigned Contractor hereby acknowledges and consents to the assignment to the MIAMI-DADE COUNTY (the “County,”) of its contract with _____, entitled “_____,” dated _____, (the “Contract”) pursuant to that certain Assignment of Project Documents (the “Assignment”) that serves as security for a loan from the County to [BORROWER] (“Borrower”). Contractor agrees to recognize, honor and be bound by the terms, provisions and conditions of the Assignment.

The Contractor agrees: (i) to furnish to the County copies of all written notices of default given by Contractor to Borrower with respect to any failure of Borrower to perform under the Contract, and, anything in the Contract to the contrary notwithstanding, Borrower shall never be treated as being in breach of its obligations under the Contract unless and until notice of the claimed breach has been given to the County and the County has been given a reasonable opportunity to cure any such breach after receipt of said notice from the Contractor; (ii) to accept any such performance by the County as performance by the Borrower; and (iii) so long as the County commences to cure or cause to be cured any such breach, and the cure is carried on with due diligence (or in the case of a breach of Borrower’s payment obligations to the Contractor, so long as the County pays or causes to be paid any sums payable from time to time by Borrower to Contractor under the Contract within a reasonable time after the same become due), then Contractor will continue to meet its obligations fully under the Contract and will not terminate the Contract or suspend work thereunder. The Contractor acknowledges and agrees that the County shall have no obligation to commence or continue the cure of any such breach or to pay or perform any obligation of Borrower to the Contractor except to the extent provided in the foregoing Assignment. The Contractor waives all recourse against the County for all claims, whether for amounts due or otherwise, which it may have against Borrower first accruing or arising prior to the County’s exercise of its rights under the Assignment with respect to the Contract.

The Contractor hereby expressly waives all provisions in the Contract that would impair, hinder or prevent the making of the Assignment by Borrower or the enforcement thereof by the County.

The Contractor hereby represents and warrants to the County that the Contract is in full force and effect on the date hereof and has not been amended or modified and that there are no uncured breaches thereof by any party thereto.

The Contractor further agrees that:

1. Without the prior written approval of the County, the Contractor will not initiate or agree to any change orders in excess of five (5%) percent for any line item of the Predevelopment Budget or otherwise take any action that would materially alter the work to be performed under the Contract.

2. The County shall have an absolute right to use, copy and modify all drawings, plans and/or specifications and other materials prepared by or for the Contractor with respect to the Redevelopment, without charge, cost or expense to the County, for the construction of the Redevelopment, if any Event of Default shall occur under any of the loan documents between Borrower and the County.

3. Upon the County's request, the Contractor will forthwith provide the County a schedule showing all amounts earned by the Contractor under the Contract.

4. Any notice required or permitted to be given hereunder shall be given in the manner and with the effect set forth in the foregoing Assignment.

5. All notices, requests, demands, approvals, or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to Contractor:

[INSERT NAME AND ADDRESS]

With copy to:

[INSERT NAME AND ADDRESS OF COUNSEL]

If to the County:

[]

Attn:

With copy to:

[]

Attn:

And to:

[]

Attn:

6. This Consent and Agreement of Contractor shall bind the Contractor and its representatives, successors and assigns, and shall inure to the benefit of the County and the County's successors and assigns, including, without limitation, any subsequent holder of the Note.

7. All capitalized terms used herein shall have the meanings ascribed such terms in the Loan Agreement unless otherwise expressly defined herein.

Executed as an instrument under seal this ____ day of _____.

CONTRACTOR:

[NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

EXHIBIT F

Redevelopment / Interim Activities Agreement

GOULDS CHOICE NEIGHBORHOODS INITIATIVE – HOUSING PROGRAM

[REDEVELOPMENT ACTIVITIES AGREEMENT]

[INTERIM ACTIVITIES AGREEMENT]

THIS AGREEMENT (this “**Agreement**”) is made as of _____, 202__, between the MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the “**County**”), and POAH CUTLER MANOR, LLC, a Florida limited liability company (the “**Cutler Owner**”).

A. The County and Preservation of Affordable Housing, LLC (“**POAH**”) are parties to that certain Development Agreement, dated as of _____, 2023 (the “**Development Agreement**”). Preservation of Affordable Housing, Inc. (“**POAH Inc.**”), which wholly owns POAH and the Cutler Owner, is the Housing Implementation Entity under the Choice Implementation Grant for the redevelopment of Cutler Manor Apartments and the Goulds community in Miami-Dade County. HUD awarded the Choice Implementation Grant to the County as Lead Applicant. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Development Agreement.

B. Section 2.4 of the Development Agreement provides that the current owner of Cutler Manor Apartments may undertake or cause POAH or an affiliate to undertake by direct contract with the County certain [Redevelopment Activities] [Interim Activities] outside of a Phase development budget that are necessary to implement the Housing Plan and required prior to the Closing of a Phase. It further provides that the County and the Cutler Owner will enter into a [Redevelopment Activities Agreement] [Interim Activities Agreement] that will set forth the scope, budget and, if applicable, compensation for such [Redevelopment Activities] [Interim Activities].

C. [REDEVELOPMENT ACTIVITIES AGREEMENT ONLY: For Redevelopment Activities, Section 2.4 of the Development Agreement provides that Cutler Owner may engage POAH or an affiliate pursuant to one or more separate subcontracts to perform or contract for or cause to be performed the Redevelopment Activities described in the Redevelopment Activities Agreement, and further provides that Cutler Owner or POAH or its affiliate, through Cutler Owner, will be compensated for Redevelopment Activities on a cost-plus-fee basis, with a fee of nine percent (9%) of the actual cost of services provided by third-party contractors and consultants.]

[INTERIM ACTIVITIES AGREEMENT ONLY: For Interim Activities, Section 2.4 of the Development Agreement provides that Cutler Owner or POAH or its affiliate will be eligible to draw the actual cost of goods and services provided by third-party contractors and consultants.]

D. The County has agreed to authorize and fund the Activities (as defined below) on the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Activities.

1.1. Scope of Activities. The Cutler Owner has submitted and the County has approved as [Redevelopment Activities][Interim Activities] pursuant to Section 2.4 of the Development Agreement, certain [SCOPE] (the “**Activities**”) as further detailed in the Scope of Activities attached hereto as Exhibit A (the “**Scope of Activities**”). The Activities shall be performed beginning on or about the date of this Agreement and shall be completed no later than _____, ____ (the “**Term**”). The Scope of Activities attached hereto as Exhibit A includes an anticipated schedule for completion of the Activities. Any changes to such Scope of Activities must be approved by the County. The County will review and provide its approval or denial such changes within ten (10) business days of receipt of request.

1.2. Budget. The parties agree that, subject to HUD approval, Choice funds will be made available for the total cost for the Activities, which shall not exceed the total amount set forth in the Scope of Activities attached hereto as Exhibit A (the “**Budget**”) without the written approval of the County. The County will review and provide its approval or denial such changes within ten (10) business days of receipt of request.

2. Subcontract. The Cutler Owner may cause some or all of the Activities to be performed by POAH or an affiliate or its third-party contractors and consultants pursuant to a subcontract between the Cutler Owner and POAH or its affiliate, which shall be consistent with the Scope of Activities and Budget. Change orders proposed by POAH or its affiliate pursuant to its subcontract are subject to the approval process described below.

3. Change Orders.

3.1. Change Order Monitoring. A change order log listing all pending change orders shall be maintained by the Cutler Owner, listing all pending change order requests as well as approved change orders, shall be updated monthly and shall be reviewed with the County’s designee during progress meetings. To the extent change orders can be covered by (1) reallocation of line items in the Budget, or (2) the established contingency the Budget, the Cutler Owner is authorized to execute change orders and submit an updated Budget reflecting the reallocation of costs from other line items or the contingency.

3.2. Change Order Request Process for Budget Increases. For change orders requiring an increase in the Budget, the County agrees to respond to the requested change order and budget increase, with approval or disapproval based on its reasonable determination as set forth below, to any change order/change directive request (that otherwise complies with the terms of this Agreement) within seven (7) business days, subject to further HUD approval as may be required. If any required HUD approval has been received, and the County fails to respond to a change order requiring a budget increase within such seven (7) business day period, the Cutler Owner shall send a second notice (stating that failure to reply within three (3) business days will constitute

an approval in accordance with this Agreement) and if the County fails to respond to such second notice within three (3) business days, then the change order shall be deemed approved. The County agrees to take all reasonable steps to facilitate HUD's approval.

- 4. Invoicing and Payment.** The Cutler Owner, or POAH or its affiliate on behalf of the Cutler Owner, shall invoice the County no less than monthly for (a) the actual cost of the Activities incurred and reflected in the Budget performed through the date of such invoice by the Cutler Owner, POAH, its affiliates and/or its third-party contractors and vendors, less amounts previously paid and less amounts for which request for payment is deferred by the Cutler Owner, POAH or its affiliate based on contractor or subcontractor retainage provisions; [REDEVELOPMENT ACTIVITIES ONLY: and (b) the Redevelopment Activities Fee (as defined in Section [7] below) billed as a percentage of completion of the Activities through the date of such invoice, less Redevelopment Activities Fee payments previously made]. The County shall provide payment to the Cutler Owner or POAH or its affiliate on behalf of Cutler Owner within twenty-five (25) days of receipt of an invoice unless the County provides written notice to the Cutler Owner and POAH or its affiliate, if applicable, of reasonable objection to all or any part of such invoice within five (5) days after the date of its submission to the County. If the Cutler Owner or POAH or its affiliate fails to respond to the County's objection or to make any necessary corrections to the invoice, the County shall have the right to suspend payment of the questioned portion of such invoice. Following the response by Cutler Owner, POAH or its affiliate, or correction of the invoice to the reasonable satisfaction of the County, the County shall pay the Cutler Owner or POAH or its affiliate for such invoice within fifteen (15) days after the date of such response or correction. If, following the response or correction by the Cutler Owner or POAH or its affiliate to the County's reasonable satisfaction, the County fails to make payment within the periods and according to the procedures provided herein, the Cutler Owner may, upon seven (7) days' written notice to the County, suspend performance of Activities under this Agreement. Unless payment in full is received by the Cutler Owner, POAH or its affiliate within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of the Activities, the Cutler Owner, POAH and its affiliate shall have no liability to the County for delay or damage caused to the County because of such suspension of the Activities. Before resuming the Activities, the Cutler Owner, POAH or its affiliate shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Activities, including remobilization costs of the contractors of Cutler Owner, POAH or its affiliate. By making final payment, the County does not waive any claim that it may have against the Cutler Owner. By accepting final payment, the Cutler Owner does not waive any claim that it may have against the County.

Notwithstanding the foregoing, the County's obligation to fund the Activities from Choice funds is contingent on the County receiving all necessary HUD approvals and the County's receipt of Choice funds.

5. **Delegation.** The County acknowledges that the Cutler Owner may delegate direct responsibility for all or any portion of the Activities to third parties subject to Section 1.5 of this Agreement. Notwithstanding any such delegation, the Cutler Owner shall remain primarily and directly responsible and liable to the County for the timely and satisfactory performance of the Activities.
6. **Contracting.** Contract solicitation, negotiation and award for any portion of the Activities will be conducted by the Cutler Owner or its affiliate in accordance with the Development Agreement.
7. [REDEVELOPMENT ACTIVITIES AGREEMENT ONLY: **Compensation for Redevelopment Activities.** The Cutler Owner and/or POAH, through a subcontract with Cutler Owner, will be compensated for the Activities on a cost plus fixed fee basis, with a fee in an amount equal to nine percent (9%) of the cost of the Activities as set forth in the Budget, as such cost may be approved pursuant to the terms hereof (the “**Redevelopment Activities Fee**”). The Redevelopment Activities Fee shall be paid in accordance with Paragraph [___] above.]
8. **Disclaimer of Relationships.**
 - 8.1. Nothing contained in this Agreement 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 Choice Implementation Grant.
 - 8.2. The County and the Cutler Owner acknowledge that any transfer of Choice funds, MDC Funds or other grant funds by the County to the Cutler Owner shall not be or be deemed to be an assignment of such funds, and the Cutler Owner will not succeed to any rights or benefits of the County under any agreement between the County and HUD or attain any privileges, authorities, interests, or rights in or under any such agreement.
9. **Indemnification.** To the fullest extent permitted by law, the Cutler Owner shall indemnify, defend and hold harmless the County, its subsidiaries and their affiliates and their respective officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys’ fees, arising out of or resulting from the performance of the Cutler Owner’s services hereunder, and only to the extent caused directly by any negligent acts or omissions of the Cutler Owner or acts or omissions of any third parties with whom the Cutler Owner contracts in regard to the work to be performed hereunder, and excluding any claims, damages, losses and expenses cause by the negligence of the County. The indemnification obligation of the Cutler Owner hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by the Cutler Owner or any consultant of the Cutler Owner or any other person or entity under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 10. Environmental Responsibilities.** The Cutler Owner will notify the County immediately upon discovery and identification of any discovered environmental conditions.
- 11. County Designee.** All actions to be taken by the County under this Agreement, including without limitation modifications, amendments, and subordinations, may be taken on behalf of the County by the Mayor or the Mayor's designee.
- 12. Miscellaneous.** This Agreement (i) may be amended, waived or terminated only by a writing signed by each of the parties, unless the County terminates the Development Agreement for cause pursuant to the Development Agreement; (ii) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior written consent of the other party; (iii) may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; (iv) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, with the exception of any written agreements that have expressly been incorporated herein by reference, and all contemporaneous oral agreements, relating to such transactions; (v) shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without giving effect to any conflict of laws rules and with respect to any dispute hereunder, jurisdiction and venue shall be exclusively with the courts located in Miami-Dade County, Florida; and (vi) shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 13. Development Agreement Requirements.** Notwithstanding the above, all activities shall be carried out in accordance with all applicable requirements contained in the Development Agreement, which is expressly incorporated herein by reference.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

MIAMI-DADE COUNTY

By: _____

County Mayor or County Mayor's Designee

POAH CUTLER MANOR, LLC

By: Preservation of Affordable Housing, Inc., its sole member

By: _____

Aaron Gornstein, President and Chief Executive Officer

Exhibit A
Scope of Work, Budget, and Schedule

[See attached.]

EXHIBIT G

Miami-Dade County CNI Application Funding Commitments



OFFICE OF THE MAYOR MIAMI-DADE COUNTY, FLORIDA

DANIELLA LEVINE CAVA
MAYOR

Miami-Dade County Conditional Loan Commitment

July 22, 2022

To: Julie DeGraaf Velazquez, Vice President
POAH CM Redevelopment, LLC
2 Oliver Street, Suite 500
Boston, MA 02109

Re: Cutler Manor Redevelopment
10875 SW 216th Street
Miami, FL 33170

Type: Multifamily Rehabilitation and New Construction

Dear Ms. DeGraaf Velazquez:

We are pleased to advise you that on **June 14, 2022**, the Board of County Commissioners (BCC) approved a Conditional Loan Commitment for development activity at the above-listed property (the "Property"). The loan is conditionally committed for the payment of hard construction cost as a portion of the development costs to construct the affordable housing units on the Property. This Conditional Loan Commitment is made based upon FY 2021 Request for Applications requesting Documentary Stamp Surtax (Surtax), State Housing Initiatives Partnership (SHIP), Home Investment Partnerships (HOME) and Home Investment Partnerships American Rescue Plan Program (HOME-ARP) funds. **Resolution No. R-582-22** conditionally allocated up to **\$2,450,000.00** of HOME-ARP program funds and is subject to the following terms and conditions:

- Borrower:** POAH CM Redevelopment, LLC, or related entity
- Project:** Cutler Manor Redevelopment, a 114-unit, garden style affordable housing community located at 10875 SW 216th Street in Miami-Dade County, FL 33170, in Commission District 9. The development will serve 19 households with incomes at and below 33% of Area Median Income ("AMI"). The remaining 95 units will be for households up to 60% AMI. See the conditions below regarding applicable AMI for residents based upon the source of funds for the Loan.
- Loan Amount:** The loan shall be in an amount of not-to-exceed **\$2,450,000.00** as approved by the BCC in Resolution **No. R-582-22** for **\$2,450,000.00** and includes all terms and conditions of such BCC approval, including project scope, activity type and, for federal funds, national objective to be achieved (the "Loan"). The loan amount may be decreased as determined by the Mayor or the Mayor's designee, based upon Underwriting (defined below) and information and documentation provided by Borrower.
- Conditions:** The Loan is conditioned upon the terms, conditions and requirements set forth below (the "Conditions"). The County shall not issue a final unconditional loan commitment, enter into a funding contract, close on the Loan or disburse the Loan funds until all the Conditions are met.

MDC116

Collateral: Upon satisfaction of the Conditions, Miami-Dade County (County) and Borrower will enter into a funding contract and loan agreement. The Loan shall be evidenced by a promissory note and secured by a construction/permanent mortgage with assignment of leases and rents, a collateral assignment of leases and rents, a collateral assignment of construction documents, a rental regulatory agreement (where applicable), and any other security or collateral as deemed appropriate by the Mayor or Mayor's designee, in his or her sole discretion, with approval of the County Attorney's Office. Borrower shall additionally be required to provide the County with an environmental indemnification agreement, a UCC-1, title affidavit, partnership affidavit (if applicable), corporate resolution approving the loan documents, opinion of counsel, certification of borrower to borrower's counsel, and title policy making the County an insured. The Collateral shall be determined based upon financial feasibility and subsidy layering underwriting to be performed by County staff in an internal process and by an independent underwriter and paid for by Borrower ("Underwriting") following review of a current title search. Additional forms of security may be required if liens, encumbrances, restrictions or covenants exist on the Property which the Mayor or Mayor's designee determines, in his or her sole discretion, threaten the County's Collateral. The Mayor or Mayor's designee shall determine, in his or her sole discretion and in consultation with the County Attorney's Office, whether the Collateral provided by Borrower is sufficient to close and disburse the Loan.

Interest Rate: Loan terms, including the interest rate, are those set forth in the FY 2021 Surtax/SHIP/HOME/HOME-ARP Request for Applications (RFA) for Multi-family rental projects. Those terms are 0% interest during construction years 1 and 2, and 1.00% interest-only payments for years 3–30 from development cash flow, with another 1.00% interest accruing and due at maturity. Full principal is due at maturity; and as modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting.

Repayable: There will be no penalty for prepayment of the Loan (payment of Loan balance before the end of the repayment term). Repayment terms are those set forth in the FY 2021 Surtax/SHIP/HOME/HOME-ARP Request for Applications RFA for repaid loan funds in accordance with Section 17-02 of the Code. All terms may be modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting. The prepayment of any Loan shall not affect the term of affordability set forth in the Rental Regulatory Agreement or in any of the other Loan Documents.

Term: The Loan will be for 30 years, or as may be established prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting.

Conditions:

1. Underwriting, as explained above, shall include financial feasibility review, subsidy layering review, and credit review. Underwriting is performed to protect the County's scarce affordable housing funds and is performed to ensure that the Project has sufficient financing to be completed timely and that the Project is not over-subsidized, meaning the Loan is not needed or the Loan Amount is too high. The County reserves the right to reduce the Loan Amount subject to Underwriting. The County further reserves the right to refuse to issue a final, unconditional loan commitment to Borrower or to enter into a contract for the Loan or to close on the Loan in the event that Underwriting determines that the project is financially unfeasible or otherwise is unfeasible. The costs of Underwriting are to be paid by Borrower.
2. Borrower must prove control of the Property through purchase or lease, as evidenced by a deed or lease and recorded memorandum of lease in Borrower's name. Absence of any threat of foreclosure, taking by eminent domain, or pending bankruptcy are additionally required.
3. Borrower must provide the County with written financing commitments showing committed financing for the entire Development Cost of the Project, including any gaps between the Loan and the overall costs to develop the Project. The Development Cost of the Project means the total cost of completing the

entire Project, from acquisition to the issuance of Certificate of Occupancy, including but not limited to the costs for acquisition, design and planning, zoning and variances, financing costs, legal costs, construction, and permitting. In the event of a dispute as to what amount constitutes the actual Development Cost, Borrower and County will use the amount determined by Underwriting to be the Development Cost.

4. Conformance of the Project with the County legislation approving the Loan.
5. Complete plans and specifications of the Project.
6. Payment and performance bond in the amount of the entire construction budget or otherwise in conformance with applicable law. Where a payment and performance bond are not required by law, the Mayor or Mayor's designee may alternatively accept – at the Mayor or Mayor's designee's sole discretion – a letter of credit in an amount acceptable to the Mayor or Mayor's designee.
7. Appraisal of the Property showing that the value of the Project and Property, when completed, exceeds the total amount of debt from all sources to be secured by the Project, unless waived by the Mayor or Mayor's designee.
8. A Phase I environmental report requiring no further action.
9. Such other conditions which are customary and reasonable for a loan of this nature, such as adhering to all Federal, State and local regulations, ordinances, codes and standards.
10. Meeting all requirements of the State Housing Initiatives Partnership ("SHIP"), Documentary Surtax, Home Investment Partnerships Program ("HOME"), or Home Investment Partnerships American Rescue Plan Program ("HOME-ARP") program, as applicable, and County resolutions and ordinances governing affordable housing development.
11. Compliance with Resolution No. R-346-15, establishing a maximum total development cost per unit; and, where applicable, Resolution No. R-343-15, establishing a maximum amount of total development costs that may be paid with Documentary Surtax funds.
12. The Loan, if SHIP or Surtax funds, may only be used for the development of affordable housing for residents with household incomes not greater than 140% of AMI. The Loan, if HOME or CDBG funds, may only be used for the development of affordable housing for residents with household incomes not greater than 80% of AMI.
13. The Loan, if HOME-ARP, funding is limited to program as outlined in Notice: CPD-21-10 issued September 13, 2021, by the U.S. Department of Housing and Urban Development. HOME-ARP funds may only be used for the development of affordable housing for the homeless or those at risk of homelessness with household incomes less than or equal to 30% AMI up to 50% of AMI
14. Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, Developers, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity; requiring the developer advertise the information described in newspapers of general circulation.

This Conditional Loan Commitment will expire in six (6) months if not extended by Miami-Dade County. An extension of this Conditional Loan Commitment may be granted at the sole and absolute discretion of Miami-Dade County. Any extension granted will be contingent upon compliance with and in accordance with Resolution No. R-232-14, as applicable and must be signed by the Mayor or Mayor's Designee to be valid. If the loan does not close prior to the expiration or extension of this Conditional Loan Commitment, the funds will be subject to recapture and allocated to other projects. This Conditional Loan Commitment is not assignable. This Conditional Loan Commitment is the sole and complete agreement between the parties as to the terms of the Loan described herein. The terms of this Conditional Loan Commitment may only be changed in writing in a document signed by the Mayor or the Mayor's designee. No representations, written or verbal, of Miami-Dade County employees, or others purporting to act on behalf of Miami-Dade County, may change the terms of this Commitment.

Miami-Dade County wishes to thank you for your proposal and the opportunity to provide financing for this development, and we look forward to closing this transaction.

Sincerely,
Miami-Dade County



Daniella Levine Cava, Mayor **MORRIS COPELAND, CPM**
CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY, FL

Date: 7/21/22

c: Morris Copeland, Chief Community Services Officer

Approved as to Form and Legal Sufficiency



Assistant County Attorney

Date 7/21/2022



OFFICE OF THE MAYOR MIAMI-DADE COUNTY, FLORIDA

DANIELLA LEVINE CAVA
MAYOR

Miami-Dade County Conditional Loan Commitment

June 8, 2023

To: Ms. Julie DeGraaf Velazquez, Vice President
POAH CM Redevelopment, LLC.
2 Oliver Street, Suite 500
Boston, MA 02109

Re: Cutler Manor Redevelopment, Phase II
110875 SW 216th Avenue
Miami, FL 33170

Type: New Construction - Family

Dear Borrower:

We are pleased to advise you that on **April 4, 2023**, the Board of County Commissioners (BCC) approved a Conditional Loan Commitment for development activity at the above-listed property (the "Property"). The loan is conditionally committed for the payment of hard construction cost as a portion of the development costs to construct the affordable housing units on the Property. This Conditional Loan Commitment is made based upon FY 2022 Request for Applications requesting Documentary Stamp Surtax (Surtax), State Housing Initiatives Partnership (SHIP), Home Investment Partnerships (HOME) and Home Investment Partnerships American Rescue Plan Act Program (HOME-ARPA) funds. **Resolution No. R-285-23** conditionally allocated up to **\$1,750,000.00** of Surtax/SHIP program funds, **\$2,033,000.00** of HOME ARP funds for a total of **\$3,783,000.00** and is subject to the following terms and conditions:

Borrower: POAH CM Redevelopment, LLC., or related entity

Project: Cutler Manor Redevelopment, Phase 2, a 105-unit, garden style affordable housing community located at 110875 SW 216th Avenue in Miami-Dade County, FL 33170, in Commission District 9. The development will serve 105 households with incomes at or below 80% of Area Median Income ("AMI"). See the conditions below regarding applicable AMI for residents based upon the source of funds for the Loan.

Loan Amount: The loan shall be in an amount of not-to-exceed **\$3,783,000.00** as approved by the BCC in Resolution **No. R-285-23** for **\$3,783,000.00** and includes all terms and conditions of such BCC approval, including project scope, activity type and, for federal funds, national objective to be achieved (the "Loan"). The loan amount may be decreased as determined by the Mayor or the Mayor's designee, based upon Underwriting (defined below) and information and documentation provided by Borrower.

Conditions: The Loan is conditioned upon the terms, conditions and requirements set forth below (the "Conditions"). The County shall not issue a final unconditional loan commitment, enter into a funding contract, close on the Loan or disburse the Loan funds until all the Conditions are met.

Collateral: Upon satisfaction of the Conditions, Miami-Dade County (County) and Borrower will enter into a funding contract and loan agreement. The Loan shall be evidenced by a promissory note and secured by a construction/permanent mortgage with assignment of leases and rents, a collateral assignment of leases and rents, a collateral assignment of construction documents, a rental regulatory agreement (where applicable), and any other security or collateral as deemed appropriate by the Mayor or Mayor's designee, in his or her sole discretion, with approval of the County Attorney's Office. Borrower shall additionally be required to provide the County with an environmental indemnification agreement, a UCC-1, title affidavit, partnership affidavit (if applicable), corporate resolution approving the loan documents, opinion of counsel, certification of borrower to borrower's counsel, and title policy making the County an insured. The Collateral shall be determined based upon financial feasibility and subsidy layering underwriting to be performed by County staff in an internal process and by an independent underwriter and paid for by Borrower ("Underwriting") following review of a current title search. Additional forms of security may be required if liens, encumbrances, restrictions or covenants exist on the Property which the Mayor or Mayor's designee determines, in his or her sole discretion, threaten the County's Collateral. The Mayor or Mayor's designee shall determine, in his or her sole discretion and in consultation with the County Attorney's Office, whether the Collateral provided by Borrower is sufficient to close and disburse the Loan.

Interest Rate: Loan terms, including interest rates, are those set forth in the FY 2022 Surtax/SHIP/HOME Request for Applications (RFA), for all funding sources for Multi-family rental projects. Those terms are 0% interest during construction - years 1 and 2-and 1.00% interest-only payments for years 3–30 from development cash flow, with another 1.00% interest accruing and due at maturity. Full principal is due at maturity; and as modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting.

Repayable: There will be no penalty for prepayment of the Loan (payment of Loan balance before the end of the repayment term). Repayment terms are those set forth in the FY 2022 Surtax/SHIP/HOME Request for Applications RFA for repaid loan funds in accordance with Section 17-02 of the Code. Terms are applicable for all funding sources listed in the FY 2022 Surtax/SHIP/HOME RFA. All terms may be modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting. The prepayment of any Loan shall not affect the term of affordability set forth in the Rental Regulatory Agreement or in any of the other Loan Documents.

Term: The Loan will be for 30 years, or as may be established prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting.

Conditions:

1. Underwriting, as explained above, shall include financial feasibility review, subsidy layering review, and credit review. Underwriting is performed to protect the County's scarce affordable housing funds and is performed to ensure that the Project has sufficient financing to be completed timely and that the Project is not over-subsidized, meaning the Loan is not needed or the Loan Amount is too high. The County reserves the right to reduce the Loan Amount subject to Underwriting. The County further reserves the right to refuse to issue a final, unconditional loan commitment to Borrower or to enter into a contract for the Loan or to close on the Loan in the event that Underwriting determines that the project is financially unfeasible or otherwise is unfeasible. The costs of Underwriting are to be paid by Borrower.
2. Borrower must prove control of the Property through purchase or lease, as evidenced by a deed or lease and recorded memorandum of lease in Borrower's name. Absence of any threat of foreclosure, taking by eminent domain, or pending bankruptcy are additionally required.
3. Borrower must provide the County with written financing commitments showing committed financing for the entire Development Cost of the Project, including any gaps between the Loan and the overall costs

to develop the Project. The Development Cost of the Project means the total cost of completing the entire Project, from acquisition to the issuance of Certificate of Occupancy, including but not limited to the costs for acquisition, design and planning, zoning and variances, financing costs, legal costs, construction, and permitting. In the event of a dispute as to what amount constitutes the actual Development Cost, Borrower and County will use the amount determined by Underwriting to be the Development Cost.

4. Conformance of the Project with the County legislation approving the Loan.
5. Complete plans and specifications of the Project.
6. Payment and performance bond in the amount of the entire construction budget or otherwise in conformance with applicable law. Where a payment and performance bond are not required by law, the Mayor or Mayor's designee may alternatively accept – at the Mayor or Mayor's designee's sole discretion – a letter of credit in an amount acceptable to the Mayor or Mayor's designee.
7. Appraisal of the Property showing that the value of the Project and Property, when completed, exceeds the total amount of debt from all sources to be secured by the Project, unless waived by the Mayor or Mayor's designee.
8. A Phase I environmental report requiring no further action.
9. Such other conditions which are customary and reasonable for a loan of this nature, such as adhering to all Federal, State and local regulations, ordinances, codes and standards.
10. Meeting all requirements of the State Housing Initiatives Partnership ("SHIP"), Documentary Surtax, Home Investment Partnerships Program ("HOME"), or Home Investment Partnerships American Rescue Plan Program ("HOME-ARP") program, as applicable, and County resolutions and ordinances governing affordable housing development.
11. Compliance with Resolution No. R-346-15, establishing a maximum total development cost per unit; and, where applicable, Resolution No. R-343-15, establishing a maximum amount of total development costs that may be paid with Documentary Surtax funds.
12. The Loan, if SHIP or Surtax funds, may only be used for the development of affordable housing for residents with household incomes not greater than 140% of AMI. The Loan, if HOME or CDBG funds, may only be used for the development of affordable housing for residents with household incomes not greater than 80% of AMI.
13. The Loan, if HOME-ARP, funding is limited to program as outlined in Notice: CPD-21-10 issued September 13, 2021, by the U.S. Department of Housing and Urban Development. HOME-ARP funds may only be used for the development of affordable housing for the homeless or those at risk of homelessness with household incomes less than or equal to 30% AMI up to 50% of AMI.
14. Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, Developers, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity; requiring the developer advertise the information described in newspapers of general circulation.

This Conditional Loan Commitment will expire in six (6) months if not extended by Miami-Dade County. An extension of this Conditional Loan Commitment may be granted at the sole and absolute discretion of Miami-Dade County. Any extension granted will be contingent upon compliance with and in accordance with Resolution No. R-232-14, as applicable and must be signed by the Mayor or Mayor's Designee to be valid. If the loan does not close prior to the expiration or extension of this Conditional Loan Commitment, the funds will be subject to recapture and allocated to other projects. This Conditional Loan Commitment is not assignable. This Conditional Loan Commitment is the sole and complete agreement between the parties as to the terms of the Loan described herein. The terms of this Conditional Loan Commitment may only be changed in writing in a document signed by the Mayor or the Mayor's designee. No representations, written or verbal, of Miami-Dade County employees, or others purporting to act on behalf of Miami-Dade County, may change the terms of this Commitment.

Conditional Loan Commitment
2022 Surtax/SHIP/HOME Request for Applications
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County employees, or others purporting to act on behalf of Miami-Dade County, may change the terms of this Commitment.

Miami-Dade County wishes to thank you for your proposal and the opportunity to provide financing for this development, and we look forward to closing this transaction.

Sincerely,

Miami-Dade County



Daniella Levine Cava, Mayor

Date: 6/7/23

c: Morris Copeland, Chief Community Services Officer

Approved as to Form and Legal Sufficiency



Assistant County Attorney

Date 6/6/2023



Daniella Levine Cava
Mayor

Public Housing and Community Development

701 NW 1st Court, 16th Floor
Miami, FL 33136-3914
T 786-469-4100 • F 786-469-4199

miamidade.gov

January 6, 2023

Ms. Luci Ann Blackburn
Director, Choice Neighborhoods
U.S. Department of Housing and Urban Development
451 7th Street S.W.
Washington, DC 20410

RE: FY 2022 Choice Neighborhoods Initiative Implementation Grant Application
Goulds Neighborhood/Cutler Manor Apartments
Community Development Block Grant (CDBG) Commitment

Dear Ms. Blackburn:

This letter is evidence of Miami-Dade County's Department of Public Housing and Community Development's (PHCD) commitment to provide Community Development Block Grant (CDBG) funds in support of the Goulds Choice Neighborhood Transformation Plan. PHCD's allocation of CDBG funds in FY 2022 is \$12,502,053.00. In response to the Choice NOFO rating factors, PHCD commits \$1,500,000 to the activities in the Transformation Plan, with the balance to be committed over the grant term, which is the greater amount when compared to 10 percent of one-year's CDBG allocation (\$1,250,205.30).

PHCD has already committed approximately \$600,000 in CDBG funds toward the extension of the sewer main and new lateral connections in the Goulds neighborhood. This work, scheduled to be completed in 2023 on a parallel path with the development of Phase I under the Goulds Housing Plan, includes new lateral connections available to Goulds homeowners. The new sewer infrastructure allows residents to upgrade from septic tanks and avoid potential environmental hazards involved with aging septic systems. PHCD also directs its CDBG funds toward home repairs, public service activities, and economic development investments to support small businesses and business incubators.

This commitment is contingent on future fiscal year Federal appropriations of CDBG funds. Should you have any questions regarding this CDBG commitment, please do not hesitate to contact me at (786-469-4106) or mliu88@miamidade.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Liu".

Michael Liu
Director

Cc: Clarence Brown, Division Director, PHCD
Tangie C. White, Assistant Division Director, PHCD
James McCall, HCD Manager, PHCD

MDC124
CDBG-1



Daniella Levine Cava
Mayor

Public Housing and Community Development

701 NW 1st Court, 16th Floor
Miami, FL 33136-3914
T 786-469-4100 • F 786-469-4199

miamidade.gov

January 5, 2023

Ms. Luci Ann Blackburn
Director, Choice Neighborhoods
U.S. Department of Housing and Urban Development
451 7th Street S.W.
Washington, DC 20410

RE: Goulds FY 2022 Choice Neighborhoods Initiative Implementation Grant Application Affordable Homeownership Financing Commitment

Dear Ms. Blackburn:

This letter is evidence of Miami-Dade County's Department of Public Housing and Community Development's (PHCD) commitment to provide construction financing for affordable homeownership development in support of the Goulds Choice Neighborhood Transformation Plan under its Documentary Surtax Program. Miami-Dade County support is also available to homebuyers below toward downpayment, closing costs up to \$35,000 (which can be used in combination with other cost write-down and subsidy programs, including Choice Neighborhoods funds). Miami-Dade County funds are also available to write-down costs by up to \$100,000 per home under a targeted program that includes the Goulds neighborhood.

Construction financing will be provided for 28 homes, including 20 in the Goulds neighborhood on sites owned by private parties or Miami-Dade County, 8 as part of the on-site Cutler Manor CNI Housing Plan on property owned by an affiliate of Preservation of Affordable Housing, the CNI Housing Implementation Entity. Terms are as follows:

Amount:	\$280,000 per home x 28 homes for a total of \$7,840,000 (85% of TDC Max)
Interest Rate:	1.00%
Repayment:	At time of home sale
Income Restrictions:	51%-120% of AMI (limited to 120% AMI pursuant to HUD CNI limits)
Eligible Uses:	Acquisition, Construction, Soft Costs
Resale/Shared Equity:	Prorated over six years subject to County Ordinance #15-127
Affordability:	Subject to HUD CNI affordability restrictions (20 years)

Homes must meet all state program requirements for development including the Miami-Dade Sustainable Buildings Program and incorporate green building practices in design and construction to reduce environmental impacts, conserve materials and energy and use renewable energy when possible, and support pedestrian, bicycle and transit-friendly environments. Homeowners must meet program eligibility requirements and complete homebuyer counseling through a HUD-certified counseling agency.

Miami Dade County is proud to support new investments planned under the Goulds Transformation Plan, including affordable homeownership. Should you have any questions regarding this commitment, please do not hesitate to contact me at (786-469-4106) or mliu88@miamidade.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Liu". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael Liu
Director



Daniella Levine Cava, Mayor

Public Housing and Community Development

701 NW 1st Court, 16th Floor
Miami, Florida 33136
T 786-469-4106 F 786-469-4199

miamidade.gov

January 9, 2023

Ms. Luci Ann Blackburn
Director, Choice Neighborhoods
U.S. Department of Housing and Urban Development
451 7th Street S.W.
Washington, DC 20410

RE: FY 2022 Choice Neighborhoods Initiative Implementation Grant Application
Goulds Neighborhood/Cutler Manor Apartments
Freebee Pilot Commitment

Dear Ms. Blackburn:

This letter is evidence of Miami-Dade County's Department of Public Housing and Community Development's (PHCD) commitment to support a new transit innovation to support the Goulds CNI Transformation Plan called Freebee. Freebee provides free on-call transportation services for up to three miles in various communities around Miami-Dade County, and will be expanded to serve the Goulds neighborhood as one of the proposed Critical Community Improvements (CCI). Freebee describes itself as a combination of Uber and Yelp, inspiring local mobility and seamlessly connecting residents with their destination in fully electric vehicles. This service is especially important in Goulds and Cutler Manor where fewer residents own vehicles, compared to the rest of Miami-Dade County. With the addition of Freebee, residents will be able to access nearby amenities and resource providers.

PHCD is committing to match the requested \$100,000 in CCI funding for the Freebee vehicle, station and charging infrastructure with \$100,000 in PHDC funds for initial Freebee operations.

Should you have any questions regarding this commitment, please do not hesitate to contact me at (786-469-4106) or mliu88@miamidade.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Liu".

Michael Liu
Director

MDC127
NEILEV-62

SERVICES AGREEMENT

Goulds Choice Neighborhoods Initiative – People Strategy

This Services Agreement for the Goulds Choice Neighborhoods Initiative (this “Agreement”) is entered into as _____, 2023, by and between MIAMI-DADE COUNTY, a Florida county acting by and through its Public Housing and Community Development department (“MDC”) and CARRFOUR SUPPORTIVE HOUSING, INC., a Florida not-for-profit corporation (“CARRFOUR”). MDC and CARRFOUR are sometimes referred to collectively in this Agreement as the “Parties” or individually as a “Party.”

RECITALS

Based on input from residents of Cutler Manor Apartments and the surrounding Goulds area, POAH, Inc., POAHC, CARRFOUR and MDC developed the Goulds Transformation Plan (the “Transformation Plan”) for the Goulds neighborhood and Cutler Manor Apartment community (the “Targeted Site”) in Miami-Dade County, Florida (“Goulds”). Preservation of Affordable Housing, Inc. (“POAH, Inc.”) is the sole member of POAH Cutler Manor, LLC (“Cutler Owner”), the owner of the Targeted Site. In connection with the Transformation Plan, MDC and POAH Inc. developed a housing program to preserve affordable housing for existing residents in the Goulds community within a new affordable and mixed-income development with mixed-use facilities (the “Housing Strategy”) through the redevelopment of the Targeted Site and a nearby site (the “In-Goulds Replacement Housing Site”), which is also owned by a POAH, Inc. affiliate. In addition, MDC and CARRFOUR developed a strategy to provide case management and supportive services to help Cutler Manor residents achieve their goals for housing stability, economic empowerment, and improved educational and health-related outcomes (the “People Strategy”), and to receive relocation services and supports during the implementation of the Housing Strategy.

MDC, as “Lead Applicant” and “Neighborhood Implementation Entity,” submitted to the United States Department of Housing and Urban Development (“HUD”) an application (the “Choice Implementation Application”) for a Fiscal Year 2022 Choice Implementation Grant (the “Choice Implementation Grant”) for Goulds. POAH, Inc. was identified as the Housing Implementation Entity (“HIE”) in the Choice Implementation Application to redevelop the Targeted Site into new mixed-income housing for Goulds through the Housing Plan, including the full replacement of 218 Section 8-assisted units currently at the Targeted Site. Carrfour Supportive Housing, Inc. was identified as the People Implementation Entity (“PIE”), with a focus on case management and expanded services for Cutler Manor residents. HUD has awarded the Choice Implementation Grant to Lead Applicant to carry out the Transformation Plan with its lead partners and MDC and HUD entered into that certain FY2022 Choice Neighborhoods Implementation Grant Agreement (“Grant Agreement”) dated _____, 2023.

To carry out the People Strategy, CARRFOUR has agreed to provide comprehensive case management services to Cutler Manor residents and lead the overall People Strategy, including entering into one or more sub-grant agreements with People Strategy Partners (“Partners”) identified in the Transformation Plan and in the list attached as Exhibit A over the duration of the Choice Implementation

Grant period. The People Strategy will serve up to 218 Cutler Manor Households who are: a) living at Cutler Manor; b) relocated to Meridian Point at Goulds Station, the In-Goulds Replacement Housing Site, or c) relocated off-site with a Tenant Protection Voucher, as applicable.

As part of the Choice Implementation Application, the Parties submitted to HUD required certifications describing their respective roles (the “Partnership Certifications”), which are attached at Exhibit B. The Parties wish to enter this Agreement in accordance with the applicable Partnership Certifications to define each Party’s responsibilities relative to the Transformation Plan and the People Strategy goals outlined in Exhibit B and Exhibit C (together the “Work”). The People Strategy shall be finalized for HUD approval and will specifically outline the specific roles and responsibilities of each party in the implementation of the People Strategy. Each Party shall be solely responsible for the execution and implementation of its respective duties.

NOW, THEREFORE, the Parties agree as follows:

1. Transformation Plan

- 1.1. People Strategy.** The Transformation Plan submitted to HUD with the Choice Implementation Application will guide the People Strategy and the Work therein. The People Strategy is subject to evolution through further input and consultation among MDC, CARRFOUR and the People Strategy Partners, and subject to HUD approval as applicable pursuant to the terms of this Agreement. The People Strategy is grounded in case management provided by CARRFOUR and service partnerships led and facilitated by Partners in alignment with People Strategy goals.
- 1.2. Housing Strategy.** The People Strategy focuses on Cutler Manor residents and will be coordinated directly with the Housing Strategy detailed in the Transformation Plan submitted to HUD with the Choice Implementation Application. The Housing Strategy will guide the development of 437 units of new mixed-income housing on the Cutler Manor site and at Meridian Point, and 8 affordable for-sale homes (“Development Plan”), subject to evolution through further input and consultation among MDC, POAH and other stakeholders, and subject to HUD approval as applicable pursuant to the terms of this Agreement. The Housing Strategy specifies the number, type and bedroom distribution of the units to be constructed in each Phase, any restrictions that will apply to each unit, the projected cost of each Phase, the projected types and sources of financing, and the schematic site plans. Lease-compliant Cutler Manor households will have priority for the 218 Cutler Manor replacement units covered under the Section 8 Housing Assistance Payment contract (“HAP Contract”) and will have the opportunity to request Tenant Protection Vouchers.
- 1.3. Implementation and Schedule.** The Implementation Schedule attached as Exhibit D will guide the schedule of the Housing and People Strategies, subject to evolution through further input and consultation among MDC, POAH, CARRFOUR and other stakeholders, and subject to HUD approval as applicable. The Implementation Schedule specifies the key benchmarks for each Phase, including the start of case management services under the

People Strategy, HUD approval of the People Strategy and the full engagement of Partners in Memoranda of Agreements.

- 1.4. Updates.** As MDC and CARRFOUR pursue the further planning and implementation of the People Strategy, they may identify areas in which the People Strategy can be improved to make the Development more economically feasible, to better achieve the underlying objective of community revitalization and/or to meet expectations or requirements of other stakeholders or funding bodies. Where future amendments to the People Strategy are required by the evolution of the planning process, infeasibility, unforeseen circumstances or other factors, CARRFOUR and MDC will work together to develop changes to the People Strategy that accomplish original goals under the Transformation Plan to the maximum extent feasible given available resources, subject to HUD approval. Any amendments to the People Strategy shall include corresponding amendments or approvals of the People Strategy Budget and Implementation Schedule as applicable. CARRFOUR will be responsible for preparing amendments to the People Strategy for MDC's approval, which shall be approved on behalf of MDC by the Mayor or the Mayor's designee. MDC will be responsible for submitting such amendments for HUD's approval as applicable pursuant to the Choice Grant Agreement (as defined below).
- 1.5. Relation to Choice Grant.** Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the requirements of the Choice program (the "Choice Requirements") as specified in the Choice Grant Agreement entered into between MDC and HUD.
- 1.6. Cooperation and Approvals.** The Parties agree to cooperate with one another in good faith to implement the People Strategy. Such cooperation will include reasonable efforts to respond to one another as expeditiously as possible and prompt, proactive sharing of information. The Parties agree to cooperate and consult with each other in advance of any public statements or publication made regarding the People Strategy or Implementation Plan. To the extent this Agreement entitles either Party to exercise any rights of approval, consent, or the like, such approval and consent rights will not be unreasonably withheld, conditioned or delayed. The exercise of rights by MDC will be limited so as not to subject CARRFOUR to the requirements of 2 CFR Part 200 or of any state or local procurement laws that would not otherwise be applicable to CARRFOUR but would otherwise be applicable to the actions of MDC acting in its own capacity. The foregoing provisions of this Agreement relate only to MDC's approval rights for purposes of this Agreement and do not exempt CARRFOUR from any general legal requirements of MDC or of MDC agencies.
- 1.7. People Implementation Entity ("PIE") Designation.** In accordance with the Choice program requirements, the Parties hereby confirm the designation of CARRFOUR as the PIE. The Parties agree to submit such documentation and/or request for confirmation to HUD as may be required pursuant to the Choice Implementation Grant Agreement with respect to such designation.

2. CARRFOUR'S Responsibilities

- 2.1. **CARRFOUR's Overall People Strategy Responsibilities.** CARRFOUR shall be responsible for the People Implementation Entity requirements of the NOFO and as described in the Partnership Certification included in Exhibits B and People Strategy goals in Exhibit C. CARRFOUR will provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of the People Strategy of the Transformation Plan fully and expeditiously, subject to the terms and conditions of this Agreement. CARRFOUR will be responsible for entering into one or more sub-grant agreements with subgrantee Partners identified under the People Strategy to provide essential services for Cutler Manor residents. The preceding responsibilities are further detailed in the balance of this Agreement.
- 2.2. **Reporting.** CARRFOUR shall provide MDC with written progress reports in such form as may reasonably be required by the MDC on the status of all People Strategy activities upon request from MDC (not more than monthly), including work performed by Partners, any proposed modifications to the Implementation Schedule and Budget relative to the People Strategy, when necessary. If requested by MDC, CARRFOUR shall attend and participate in progress meetings with MDC respecting such matters as the progress of the People Strategy objectives, the amount of costs incurred and the balance of the Budget remaining.

3. MDC Obligations

- 3.1. **Lead Applicant.** MDC or its designee shall be responsible to carry out the duties and responsibilities of "Lead Applicant" of the Choice Implementation Grant and the Choice Implementation Application and as described at Exhibit C, including but not limited to:
- (a) Taking all necessary actions to coordinate and implement the activities identified in Development Plan in accordance with HUD requirements;
 - (b) Working collaboratively with POAH and all principal team members and with key partners and stakeholders, including residents and neighbors;
 - (c) Disbursing to CARRFOUR all Choice Implementation Grant funds designated for the People Strategy, including such funds to be distributed to one or more subgrantees, subject to HUD review and approval;
 - (d) Leveraging or assisting in leveraging available federal, state, local and private funds as available with additional public and private funding to support integrated strategic investment for transformation in Goulds and its immediate surrounds; and
 - (e) Providing MDC funding sources committed as leverage in the Choice Implementation Application, including CDBG funding, home ownership construction financing, 20 homeownership lots, Freebee funding and

coordinating with MDC departments committing leverage resources, whether with funding or in-kind services, such as Surtax funding and HOME-ARP funding as described in Exhibit E.

- 3.2. Neighborhood Implementation Entity.** MDC or its designee shall be responsible for the Neighborhood Implementation Entity requirements of the Choice Implementation Grant and the Choice Implementation Application including but not limited to:
- (a) Coordinating the larger Neighborhood Strategy implementation;
 - (b) Coordinating all County agencies and commitments relating to the Development Plan;
 - (c) Overseeing implementation of the identified critical community improvements (CCI) including timely disbursement of Choice CCI funding; and
 - (d) Providing MDC funding sources committed as leverage for the Neighborhood Strategy and applying for funding opportunities that may benefit the neighborhood component of the Development Plan.
- 3.3. Working Group.** MDC, in its capacity as Lead Applicant, will designate a Choice Project Director to lead day-to-day activities associated with the Development Plan implementation and to direct the Choice Working Group, which will include the implementation leads and support staff. The Choice Working Group will coordinate overall communications, plans and activities with an implementation structure that will flexible, collaborative and community based with a goal of consensus-based decision-making. In the event that the lead entities and strategic partners are unable to make any decision via consensus, the decision will be referred to the Choice Governance Council for a final decision to be made by consensus.
- 3.4. Choice Governance Council.** MDC, in its capacity as Lead Applicant, will form and manage the Choice Governance Council, comprised of the Mayor’s designated representative, lead representatives of each implementation entity, as well as private, public and nonprofit neighborhood partners and stakeholders. The working group will meet quarterly in public meetings and provide overall guidance, collaboration, support and accountability for the implementation process, including making decisions not reached by consensus at a lower level, provided that if the Choice Governance Council is unable to reach consensus, MDC PHCD Director will make the final decision.
- 4. Budget.** The parties agree that the total cost for the Work shall not exceed the total amount set forth in the budget attached hereto as Exhibit F (the “Budget”) without the written approval of the MDC. MDC’s prior approval shall be required to re-allocate funds between line items of the Budget; provided, however, MDC’s prior approval shall not be required for any re-allocation of cost-savings from one line item in the Budget, following completion of all work associated with

such line item, to another line item in the Budget. Those Partners that have been identified as of the date hereof and who are anticipated to complete all or a portion of the Work covered by this Agreement are identified in Exhibit A. To the extent there is a need to enter into further agreements to complete the Work, CARRFOUR shall not award any contract or subcontract related to the Work in an amount that exceeds the Budget or corresponding amounts in the approved Budget without prior written approval by MDC of a revised Budget. CARRFOUR shall revise the identified sources of funds as needed to reflect changes in uses reflected in each Budget revision, which revisions must be approved by MDC.

5. **Invoicing and Payment.** CARRFOUR shall invoice MDC no more frequently than monthly in a format approved by MDC for: (a) the actual cost of the Work incurred and reflected in the Budget performed through the date of such invoice by CARRFOUR and its Partners, less amounts previously paid and (b) list the remaining amount available under the Budget. MDC shall provide payment to CARRFOUR within 25 calendar days of receipt of an invoice, unless MDC provides written notice to the CARRFOUR of reasonable objection to all or any part of such invoice within 5 days of receipt of said submission to MDC. Following CARRFOUR's response or correction of the invoice to the reasonable satisfaction of MDC, MDC shall pay CARRFOUR for such invoice within 5 days of the date of CARRFOUR's response or correction. If, following the response or correction by the CARRFOUR to MDC's reasonable satisfaction, MDC fails to make payment within the required time period and according to the procedures provided herein, CARROUR may, upon 7 days written notice to MDC, suspend performance of the Work under this Agreement. Unless payment in full is received by CARRFOUR within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of the Work, CARRFOUR shall have no liability to MDC for any delay or damage caused to MDC because of such suspension of the Work. Before resuming the Work, CARRFOUR shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Work.
6. **Accounting.** CARRFOUR shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, an CARRFOUR's accounting system shall be satisfactory to MDC and shall be in compliance with the requirements necessary or appropriate to certify costs to HUD.
7. **Delegation.** MDC acknowledges that CARRFOUR may delegate direct responsibility for any portion of the Work to Partners listed in Exhibit A, as may be amended with reasonable approval by MDC, subject to approval by HUD. Notwithstanding any such delegation, CARRFOUR shall remain primarily and directly responsible and liable to MDC for the timely and satisfactory performance of the Work. All of the activities and obligations to be executed and completed by CARRFOUR and/or its designees under this Agreement shall be performed in accordance with: (a) the level of skill and care consistent with that ordinarily exercised by CARRFOURs of first class urban mixed-finance developments; and (b) all other applicable legal requirements. CARRFOUR is an independent contractor and not an agent of MDC; therefore, except as

expressly set forth herein, CARRFOUR has no authority to bind MDC.

8. **Contracting.** In no event shall CARRFOUR contract with any party which has been debarred or suspended by HUD or the Federal Government. All contracts entered into by CARRFOUR with third parties shall contain all standard provisions and certifications required by HUD, and shall otherwise be consistent with the requirements of this Agreement. The HUD- required Subgrantee and Contractor Certifications and Assurances (the “CNI Certification”), is attached hereto at Exhibit D and hereby incorporated as part of this Agreement. The CARRFOUR shall require that all contractors and subcontractors execute an original document in the form of Exhibit D to this Agreement. The price of each contract let hereunder by the CARRFOUR shall be at a competitive market price and within the scope of the Budget. Contracts entered into by the CARRFOUR pursuant to this Agreement shall only apply to the specified Work.

9. **Term and Termination**

- 9.1. **Term.** Subject to earlier termination pursuant to this Section 6, the term of this Agreement shall continue until the Closing of the last Phase of the Development or such earlier termination as mutually agreed to in writing by the Parties.

- 9.2. **Event of Default.** The occurrence of any of the following shall constitute an Event of Default under this Agreement:

- (a) A material breach by any Party of its obligations under this Agreement; or
- (b) Any Party’s being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee, or liquidator for any substantial part of its property, (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by such Party under the laws of any jurisdiction, or any such proceeding instituted against such Party under the laws of any jurisdiction that has not been stayed or dismissed within ninety (90) days after its institution, (iii) any action or answer by such Party approving or, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution, or attachment upon the property of such Party that shall substantially interfere with its performance hereunder.

- 9.3. **Remedy Upon Default.** Upon the occurrence of an Event of Default, the non-defaulting Party may give written notice thereof to the defaulting Party, with copy to any other Parties. If the defaulting Party fails to cure the default within ninety (90) days of such written notice, or such additional time as may be necessary (in no event to exceed an additional one hundred twenty (120) days) provided that the defaulting Party has promptly commenced to cure such default and thereafter prosecutes such cure to completion, then the non-defaulting Party may, by written notice, terminate the right to proceed with the Housing Plan.

Notwithstanding the foregoing, this Agreement shall not be terminated for an Event of Default if the subject Event of Default arises due to events beyond the reasonable control of either Party. Examples of such causes include (a) acts of God or public enemy, (b) fires, (d) floods, (e) strikes or labor disputes, (f) freight embargoes, (g) pandemic, (h) unusually severe weather, (i) delays of subcontractors or suppliers at any tier arising from unforeseeable events beyond the control and without fault or negligence of the subject Party, or (j) delay caused by litigation that is not between the Parties.

- 10. Insurance Requirements:** CARRFOUR shall at all times throughout the term of this Agreement maintain, and require its subgrantee Partners to maintain, the following insurance:
- 10.1. General Liability Insurance:** with limits not less than Two Million Dollars (\$2,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) general aggregate. All policies affording such coverage shall name MDC as additional insured, on a certificate or statement of insurance or a policy endorsement.
- 10.2. Business Automobile Liability:** insurance covering all owned, hired and non-owned autos with One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage. All policies affording such coverage shall name MDC as additional insured, on certificate or statement of insurance or a policy endorsement.
- 10.3. Workers Compensation:** insurance as required by law and employer's liability coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for bodily injury by accident (each accident) and Five Hundred Thousand Dollars (\$500,000) for bodily injury by disease (each employee and policy aggregate).
- 10.4. Excess Liability:** insurance in the amount of One Million Dollars (\$1,000,000, covering losses in excess of the primary General Liability coverages.
- 10.5.** CARRFOUR shall require any subgrantee Partner employed and/or engaged by them in connection with the performance of the Services to carry comprehensive general liability, auto liability, and workers compensation insurance with the same scope of coverage as described herein, or such other amounts as MDC may reasonably require. They shall obtain and keep on file certificates of insurance that show that the subgrantee or contractor are so insured, and shall provide copies of the certificates to MDC upon request.
- 10.6.** Insurance policies providing coverage as required in accordance with this Agreement shall be written by financially responsible insurance companies and may be achieved by primary insurance policies and/or excess or umbrella policies. Concurrent with the execution of this Agreement, CARRFOUR shall provide MDC with certificates of insurance evidencing the coverages required pursuant to items (a) through (e) above, which are attached hereto and incorporated herein as Exhibit E. The receipt of such evidence of insurance by MDC shall be a condition for the execution of this Agreement. Such certificates shall provide for MDC's status as additional insured on the General Liability and Business Automobile

Liability coverages, and (2) provide thirty (30) days advanced written notice of the cancellation or non-renewal of the coverages required in this Section. CARRFOUR shall obtain and keep on file certificates of insurance that show that the subgrantee or contractor are so insured, and shall provide copies of the certificates to MDC upon request.

11. Representations

11.1. Representations of CARRFOUR. CARRFOUR represents that as of the date hereof:

- (a) CARRFOUR is a not-for-profit corporation duly organized, existing and in good standing under the laws of the State of Florida, is qualified to do business in the State of Florida and has the corporate power and authority to enter into and perform its obligations under this Agreement, and each other agreement or instrument entered into or to be entered into by CARRFOUR pursuant to this Agreement.
- (b) This Agreement has been duly entered into and constitutes the legal, valid, and binding obligation of CARRFOUR, enforceable in accordance with its terms.
- (c) The execution, delivery, and performance of CARRFOUR's obligations under this Agreement (i) have been duly authorized, (ii) will not violate any judgment, order, law, or regulation applicable to CARRFOUR or any provisions of CARRFOUR's organizational documents, and (iii) do not conflict with or constitute a default under any agreement or instrument to which CARRFOUR is a party or by which CARRFOUR or its assets may be bound or affected.
- (d) There are no actions or proceedings against CARRFOUR before any court or administrative agency that would materially adversely affect the ability of CARRFOUR to perform its obligations under this Agreement.

11.2. Representations of MDC. MDC represents that as of the date hereof:

- (a) MDC is a public body corporate and politic organized under the laws of the State of Florida and has the power, authority, and legal right to enter into and perform this Agreement and each other agreement or instrument entered into or to be entered into by MDC pursuant to this Agreement.
- (b) This Agreement has been duly entered into and constitutes the legal, valid, and binding obligation of MDC, enforceable in accordance with its terms.
- (c) The execution, delivery, and performance of MDC's obligations under this Agreement (i) have been duly authorized, (ii) will not violate any judgment, order, law, or regulation applicable to MDC or any provisions of MDC's charter, and (iii) do not conflict with or constitute a default under any agreement or instrument to which MDC is a party or by which MDC or its assets may be bound or affected.

- (d) There are no actions or proceedings against MDC before any court or administrative agency that would materially adversely affect the ability of MDC to perform its obligations under this Agreement.

12. MDC Requirements

- 12.1.** CARRFOUR will to the extent applicable comply with the Florida public records laws.
- 12.2.** CARRFOUR will abide by Chapter II-A, Code of Miami-Dade County, as amended, applicable to non-discrimination in employment, housing and public accommodation on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income.
- 12.3.** CARRFOUR will abide and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended.
- 12.4.** Pursuant to Miami-Dade County Administrative Order 3-20, MDC has the right to retain the services of an Independent Private Sector Inspector whenever the County deems it appropriate do so and will be responsible for the payment of its services.

13. HUD Requirements

- 13.1.** Nothing contained in this Agreement nor any act of HUD or the MDC shall be deemed to 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 MDC as provided under the terms of the Choice Implementation Grant.
- 13.2.** As applicable to its respective commitments outlined herein, CARRFOUR will comply with the following requirements, as the same may be amended from time to time:
 - (a) 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.
 - (b) 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.
 - (c) Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07, and regulations issued thereunder, 24 CFR Part 146.

- (d) 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. § 12101et seq., and regulations issued thereunder, 28 CFR Part 36, and the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto, 24 CFR Part 40.
- (e) 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.
- (f) Section 3 and its implementing regulations at 24 CFR Part 135.
- (g) 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.
- (h) 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.)
- (i) 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.)
- (j) Related to any construction work, the Davis-Bacon Act (40 U.S.C. §§ 276a-276a-7), as supplemented by Department of Labor regulations at 29 CFR part 5, and HUD regulations at 24 CFR 905.308(b) (3) (i) (or successor provisions).
- (k) 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.
- (l) Related to any construction work, 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).
- (m) 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. TCB 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.

- (n) 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.

- 13.3.** CARRFOUR will require its Partners to execute, where applicable, the Subgrantee and Contractor Certification and Assurances form included as an exhibit in the Choice Implementation Grant Agreement.
- 13.4.** CARRFOUR will give MDC, HUD or the Comptroller General of the United States, or any of their duly authorized representatives, access to and the right to examine documents which are related to this Agreement and the Housing Development for a period extending three (3) years after expiration of this Agreement. CARRFOUR agrees to include in contracts under \$10,000 that are related to this Agreement a clause substantially the same as above. The period of access and examination under this Section 9.4 for records relating to (1) litigation or settlements of disputes arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which MDC, HUD or Comptroller General or any of their duly authorized representatives has taken exception shall continue past the three (3) period, as applicable, until disposition of such appeals, litigation, claims, or exceptions.
- 13.5.** No Member of or delegate to the Congress of the United States or Resident Commissioner shall be admitted to any share or part of CARRFOUR or its respective Entities or to any benefit to arise from this Agreement.
- 13.6.** No member, officer, or employee of MDC, no member of the governing body of the locality in which the Housing Development is situated, no member of the governing body by which MDC was activated, and no other public official of such locality or localities who exercises any functions or responsibilities regarding the Housing Development or the People Strategy, shall, during his or her tenure, or for one year thereafter or such longer time as MDC's Code of Ethics may require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived by MDC and by HUD.

13.7. CARRFOUR shall comply with 31 U.S.C. § 1352, which prohibits the use of Federal appropriated funds to pay 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, 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. CARRFOUR further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLL) 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, or an employee of a Member of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds.

14. Additional Terms

14.1. **Confidentiality.** With respect to any “personal data” of which Developer or its employees, subgrantees or contractors may become “holders” of personal data , CARRFOUR shall comply with any applicable confidentiality obligations it may have under [Florida Law] and best practices for securing personal data, as recommended by HUD. CARRFOUR shall ensure that its employees and subgrantee Partners designated to administer and provide redevelopment services under this Agreement are fully informed of and able and willing to abide by any obligations it may have under [Florida law].

14.2. **MDC Designee.** All actions to be taken by MDC under this Agreement, including without limitation modifications, amendments, and subordinations, may be taken on behalf of MDC by the Mayor or the Mayor’s designee.

14.3. **Successors and Assigns.** Without the consent in writing of the other Parties, no Parties may assign this Agreement. This Agreement shall be binding on the Parties, their heirs, successors and assigns.

14.4. **Separability of Provisions; Captions; Amendments.** Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid. The captions of the sections of this Agreement are for convenience only and shall be disregarded in constructing this Agreement. Any amendments to this Agreement shall be in writing and executed by CARRFOUR and MDC.

14.5. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed to be an original copy and all of which together shall constitute one

agreement binding on all Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

14.6. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

14.7. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given on the date of receipt if, and shall not be deemed given unless, delivered by hand, sent by registered mail, return receipt requested, or dispatched by overnight delivery service with a delivery receipt, and addressed as follows:

If to CARRFOUR:

Carrfour Supportive Housing, Inc.
Attn: Stephanie Berman-Eisenberg, President & CEO
1398 SW 1st Street, 12th Floor
Miami, FL 33135

with a copy to:

[CARRFOUR COUNSEL]

If to MDC:

County Mayor
Miami-Dade County
111 NW 1st Street, 29th Floor
Miami, Florida 33128
Attn: County Mayor

With a copy to:

Miami-Dade Public Housing and Community Development
701 NW 1 Court
14th Floor
Miami, Florida 33136
Attn: Director

With a copy to:

Miami-Dade County Attorney's Office
111 NW 1 Street
Suite 2810
Miami, Florida 33128
Attn:
Assistant County Attorney

[No Further Text. Signature Page Follows.]

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

CARRFOUR:

CARRFOUR SUPPORTIVE HOUSING, INC.

By: _____
Name: Stephanie Berman-Eisenberg
Title: President & CEO

MDC:

MIAMI-DADE COUNTY

By: _____
Name:
Title:

EXHIBIT A

People Strategy Partners

Be Strong

Community Action and Human Services Dept.

CareerSource South Florida

Community Health of South Florida (CHI)

Compass Working Capital

Donna E. Shalala MusicReach Program

Educate Tomorrow

Fit2Lead - MDC Parks, Recreation, and Open Space

Greater Miami Service Corps

Intentional Provisions

Miami-Dade Economic Advocacy Trust

New Hope C.O.R.P.S.

Preservation of Affordable Housing, Inc./
POAH Communities, LLC

The Optimist Foundation of Greater Goulds

Trinity Empowerment

EXHIBIT B

Partnership Certification

EXHIBIT C

People Strategy Goals

Housing Stability	Provide resources that enable families to maintain stable housing through successful and consistent lease compliancy – rent/utility assistance, lease education, referrals for lease violation mediation
Economic Stability/Mobility	Households are economic stable and upwardly mobile, equipped with tools to address barriers to wage employment and access to coaching and support that helps residents match their skills and interests to available jobs.
Health	Children, youth, and adults have increased access to health care and have improved physical and mental health outcomes, with root causes of health challenges addressed and residents connected to quality health coverage and care.
Education/Youth Engagement	Children enter kindergarten ready to learn through increased access to evidence-based early learning options and parental supports. School aged children are proficient in core academic subjects and youth, including those with disabilities, graduate from high school, college and/or are career ready; and have access to programs in a safe environment offering a range of opportunities to meet individual needs and interests.
Community Engagement and Connectivity	Residents will be engaged consistently, transparently and frequently to provide input, receive information and be involved in the planning and implementation of the redevelopment plan. Engagement will also focus on building resident relationships and connectivity, including with neighbors, peers and community partners.

EXHIBIT D

Implementation Schedule: People and Housing

IMPLEMENTATION SCHEDULE	2023				2024				2025				2026				2027				2028				2029				2030							
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
PEOPLE & HOUSING																																				
Choice Grant Award																																				
Resident Engagement																																				
Case Management																																				
HUD Approval- People Plan, Budget																																				
People Partner MOAs																																				
Phase 1 - In Goulds (Meridian Pt)																																				
Phase 1 - CM Resident Reoccupancy																																				
On-site Temp Relocation-Stage 1																																				
On-site Partial Demo- Stage 1																																				
Phase 2 - 80 Units (Senior)																																				
Phase 2 - CM Resident Reoccupancy																																				
On-site Temp Relocation-Stage 2																																				
On-site Partial Demo- Stage 2																																				
Phase 3 - 113 Units																																				
Phase 3 - CM Resident Reoccupancy																																				
On-site Temp Relocation-Stage 3																																				
On-site Partial Demo- Stage 3																																				
Phase 4 - 132 Units																																				
Phase 4 - CM Resident Reoccupancy																																				
Phase 5 - Home Ownership																																				

EXHIBIT E

Miami-Dade County CNI Application Funding Commitments

EXHIBIT F

Initial Budget

Case Management / Resident Services Coordination	\$4,032,925
Income and Employment Initiative	\$1,081,463
Health Initiatives	\$ 316,290
<u>Education Initiatives</u>	<u>\$ 569,322</u>
TOTAL PEOPLE CHOICE GRANT FUNDS	\$6,000,000