



A MODEL MIAMI / SOUTH FLORIDA COMMUNITY BENEFITS AGREEMENT: A RESOURCE GUIDE

Sample CBA prepared May 20, 2020
for use by community and grassroots
organizations addressing real estate
developments in their neighborhoods.





President's Letter

May 20, 2020

Dear Community Members:

As part of its 2020 Equitable Development Initiative, the Corporate Social Responsibility Foundation was privileged to organize a coalition of South Florida nonprofit organizations, educational institutions and social advocates to contribute their expertise to the **Model Miami/South Florida Community Benefits Agreement**. The goal was to provide residents with a sample Community Benefits Agreement (CBA) to assist them in drafting binding and enforceable agreements with developers seeking to build real estate and infrastructure projects in their neighborhoods.

Of course each community will identify its own needs, modify the model to create its own unique CBA, and determine the housing, economic and social impact it desires from a particular development project. Not all provisions in the model CBA are appropriate for every development. We have gathered best-in-class language and innovative community amenities from well-vetted CBAs across the country so that residents are informed of the creativity and unique benefits that can be included.

CBAs allow for the distribution of the benefits of new real estate developments and economic opportunities to distressed communities and historically disenfranchised groups. South Florida is a growing and diverse region. This growth impacts existing neighborhoods and residents who desire an opportunity to participate in the planning process. Our intent is that the Model Miami/South Florida Community Benefits Agreement serve as a useful resource for residents, grassroots and nonprofit organizations, community advocates and their attorneys.

Best regards,

Lisa Hogan
President & CEO
Corporate Social Responsibility Foundation



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2020 Corporate Social Responsibility Foundation Equitable Development Initiative

MODEL MIAMI / SOUTH FLORIDA COMMUNITY BENEFITS AGREEMENT

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Frequently Asked Questions*

1. What is a Community Benefits Agreement?

A Community Benefits Agreement (CBA) is a contract signed by community groups and a real estate developer (and sometimes a public entity) that requires the developer to provide specific amenities and/or mitigations to the local community or neighborhood. Site-specific CBAs ensure that particular projects create opportunities for local workers and communities. (Partnership for Working Families).

It is a negotiated agreement that specifies the public benefits and amenities that a particular developer will provide to the impacted community. It often increases the community's support of a proposed project. Community support goes far to ensure that the development approval process will occur expeditiously, and it may be especially useful to developers seeking government subsidies, zoning variances or permits.

2. Who negotiates the agreement?

Negotiations for a CBA usually take place between the project developer and a coalition of community groups, which may include labor, environmental, civic, and religious organizations.

3. What issues are covered in a CBA?

Many CBA provisions are inspired by social justice concerns and desires of the coalition, including such things as: living-wage requirements, "first source" (i.e. local) hiring and job training programs, minority hiring minimums, guarantees that developments will include low-income and affordable housing, environmental remediation requirements, and funding for community services and programs. Because CBAs are negotiated on a case-by-case basis, the benefits can be tailored to meet specific community needs.



Frequently Asked Questions

4. How is the public involved?

Negotiations may be initiated by a developer or by a community coalition, and in some cases they may be encouraged by local officials. Often, broad-based community input, gained through public meetings, workshops and surveys, plays an important role in determining and prioritizing community goals. Community outreach may be initiated and facilitated by the emerging coalition, or the developer may attempt to coordinate a forum to ensure that an appropriate dialogue takes place.

5. Are other documents required?

After a CBA has been completed, it may in some cases, be incorporated into a development agreement made between the developer and the municipality as part of the planning process. Although this ensures a certain measure of transparency and also permits the government, as well as coalition members, to enforce the agreement, most states do not authorize local governments to enter into development agreements, so many CBAs will be enforceable only by the contracting community groups.

* Patricia Salkin and Amy Lavine, *Understanding Community Benefits Agreements: Equitable Development, Social Justice and other Considerations for Developers, Municipalities and Community Organizations*. UCLA Journal of Environmental Law and Policy, 26(2) 2008; Julian Gross, *Community Benefits Agreements: Making Development Projects Accountable* 9 - 10 (Good Jobs First 2005).

MODEL MIAMI / SOUTH FLORIDA COMMUNITY BENEFITS AGREEMENT

RECITALS

1. Effective date and parties¹

This COMMUNITY BENEFITS AGREEMENT (this "Agreement" or this "CBA") is dated as of [], 2020] (the "Effective Date") by and between [], and [ex: ABC DEVELOPMENT, LLC, a California limited liability company ("ABC") and together with [ex: ABC Communities, "ABC2"] or "Developer"); and the [SOUTH FLORIDA COUNCIL, an unincorporated association maintaining nonprofit status as a 501(c)(5) ("SFC")]; [ex: THE MIAMI ORGANIZING PROJECT, a Florida nonprofit corporation ("MOP")]; and [ex: Miami Common Ground, the local chapter of the Association of Community Organizations for Equity, a New York nonprofit corporation ("M-COMMON")].

2. Purpose

The purpose of this Community Benefits Agreement ("Agreement") for the [project title, e.g. Kingsbridge National Ice Center] is to provide for a coordinated effort between the Coalition and Developer and/or Developer Successor to maximize the benefits of the Project to the [name of community, e.g. Northwest Bronx]. This Community Benefits Agreement will provide [objectives of CBA e.g. provide living wage jobs, affordable housing promotion, etc.].²

3. Conscious contracting Principles³

The intent of this agreement is to incorporate equity, inclusion and trust with the community and key-stakeholders and strengthen community and business partnerships both economically and socially as a result of this particular real estate development and/ or project.

4. Definitions⁴

As used in this Community Benefits Agreement, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Affordable Housing" The federal Department of Housing and Urban Development (HUD) defines an "affordable dwelling" as one that a household can obtain for 30 percent or less of its income.

"Affordable Housing Unit" shall mean a residential dwelling unit, offered for sale or rent, as applicable, which if Affordable to those in the AMI ranges specified in Section IV.A.2.⁵

“AMI” shall mean the median income for [the geographic region of the project], as calculated by the [housing authority, e.g. Mayor’s Office of Housing] using data from HUD and adjusted for household size. If data from HUD specific to the [geographic region of the project] is unavailable, AMI may be calculated by the [housing authority, e.g. Mayor’s Office of Housing] using other publicly available and credible data and adjusted for household size.⁶

“Big Box” shall mean any establishment that operates at multiple locations through a chain or franchise arrangement and that would occupy more than twenty thousand (20,000) square feet at the Project site (including supercenters, superstores, megastores, supermarkets and any chains or franchises thereof).

“Certificate of Occupancy” shall mean either a Certificate of Occupancy or a Temporary Certificate of Occupancy for any residential unit or retail space in the Project.⁷

City” shall mean [name of city, e.g. Miami]

“Coalition” shall mean the following Organizations that are signatories to this Agreement, and no other organizations or individuals: [all signing organizations are listed].⁸ Organizations will be individual signatories such that they are able to independently enforce the CBA.

“Community Benefits Fund” shall mean a non-profit fund or trust account that shall be established with and administered by a qualified third-party designated by the Coalition, established to hold and distribute funds provided to it by Developer and/or Developer Successor according to procedures established by agreement between the third-party entity and the Coalition, with such funds to be used only for purposes as set forth in this Agreement.⁹

“Community Housing Fund” shall mean a non-profit fund or trust account that shall be established with and administered by a qualified third-party designated by the Coalition, established to hold and distribute housing funds provided to it by Developer and/or Developer Successor according to procedures established by agreement between the third-party entity and the Coalition, with such funds to be used only for purposes as set forth in this Agreement

“Construction Employer” shall mean any Contractor performing Project Work, including subcontractors of any tier.¹⁰

“Contractor” shall mean any individual firm, partnership, owner-operator, or corporation, or combination thereof, including joint ventures, performing Project Work.¹¹

“CPI” shall mean the Consumer Price Index for All Urban Consumers, All Items [specific areas, e.g. New York-Northern New Jersey...] as reported by the United States Department of Labor, Bureau of Labor Statistics.¹²

“Developer” shall mean the corporation(s), LLC, partnership; etc. entitled [name(s) of developer, e.g. L.A. Arena Land Company and Flower Holdings, LLC].¹³

“Developer Successor” shall mean any entity that is a successor in interest or assign of Developer to all or any portion of Developer’s interest in this Agreement, or all or any portion of the Project, including without limitation, any person or entity that acquires a fee simple interest or a ground lease from Developer for the purpose of developing all or any portion of the Project, any vertical developers or retail developers participating in the Project.¹⁴

“HUD” shall mean the United States Department of Housing and Urban Development.¹⁵

“Jobs Coordinator”¹⁶ shall mean an entity designated by the Coalition, subject to Developer and/or Developer Successor’s approval, which shall not unreasonably be withheld, to perform referral services and related services pertaining to [section number, e.g. Section VI] of this Agreement.¹⁷

“Local Resident” shall mean a full-time tenant or homeowner residing within [historic Coconut Grove Village West], located within the [City of Miami].

“On-Site Work” shall mean work, other than construction work, performed on the Project site by an individual whose employment position is performed in whole or in part at the Project Site.¹⁸

“Organization” shall mean each entity that is a member of the Coalition as defined above. Obligations of an Organization shall be obligations only of: (1) the Organization itself, as distinct from its member organizations or any natural persons; and (2) staff members or members of the board of directors of the Organization when authorized to act on behalf of the Organization.¹⁹

“Party” shall mean each of the signatories to this Agreement.²⁰

“Permanent Employer” shall mean Developer and/or Developer Successor and any entity that employs at least [number of employees, e.g. 15 employees] in performance of On-Site Work, excluding any owners of the entity or the owners’ family members.²¹

“Project” shall mean the Site and any improvements constructed thereon by Developer.²²

“Project Work” shall mean construction work physically performed on the Project Site.²³

“Poverty Zip Code” shall mean a zip code within the [city name, e.g. City of Miami] that contains all or part of a census tract in which the rate of unemployment exceeds [percentage, e.g. 150%] of the average for [county name, e.g. Miami-Dade County].²⁴

“Qualified Resident” - shall mean a Local Resident who either has a household income of less than [percentage, e.g. 50%] of the AMI in [county name, e.g. Los Angeles County] or resident of {xyz zip code, residents displaced by the development] or has one of the following barriers to employment at the time of program entry: being homeless; history of substance abuse; receiving public assistance; lacking a GED or high school diploma; having a history of involvement with the justice system (including ex-gang affiliated); being a single custodial parent; or suffering from chronic unemployment.²⁵

“Senior and Differently-abled and/or Disabled Housing” shall mean housing available for senior and disabled residents, as defined by HUD standards.²⁶ and housing development units for residents aged fifty five (55) and over, as defined by Miami21; a disabled adult or frail elder as defined in section 429.65 (8) and (9), Florida Statutes; a physically disabled or handicapped person as defined in section 760.22(7), Florida Statutes; a person with a developmental disabled as defined in section 393.063(12), Florida Statutes; or a person considered disabled under HUD standards.²⁷

“Steering Committee” The Citizens Coalition and the Developer shall establish a working group of representatives of the Coalition and the Developer, known as the Steering Committee.²⁸

“Workforce development” A local workforce development system encompasses the organizations and activities that prepare people for employment, help workers advance in their careers, and ensure a skilled workforce.

5. Responsible Contracting

5.1. Developer Selection of Contractors. The Developer agrees not to retain as a Contractor any business that has been declared not to be a responsible contractor under the City’s Contractor Responsibility Program if one exists. (Los Angeles Administrative Code, Section 10.40.)

5.2. Developer Selection of Commercial Tenants. The Developer agrees that before entering into or renewing a lease agreement regarding any space over fifteen thousand (15,000) square feet, the Developer shall obtain from any prospective Commercial Tenant a written account of whether the prospective Commercial Tenant has within the past three years been found by a court, an

arbitrator, or an administrative agency to be in violation of labor relations, workplace safety, employment discrimination, or other workplace-related laws. When choosing between prospective Commercial Tenants for a particular space within the Project, the Developer will, within commercially reasonable limits, take into account as a substantial factor weighing against a prospective Commercial Tenant any findings of violations of workplace-related laws. In complying with this Section, the Developer shall be entitled to rely on information provided by Commercial Tenants, without responsibility to perform independent investigation.

5.3. Reporting Requirements. The Developer will provide an annual report to the Coalition as outlined in Section 33 below.

6. Creating a Citizens Coalition of community Groups

“**Citizens Coalition**” shall mean a working group of community representatives to assist with the implementation of this Community Benefits Program, address community and environmental concerns, and facilitate ongoing dialogue with Developer.²⁹ The Citizens Coalition shall consist of [ex: eleven (11) individual members] from the following organizations to be selected as follows: _____; _____; _____; _____; _____ and _____. Members of the Citizens Coalition shall serve for no more than four (4) years in the aggregate. The Party who has the right to designate a member to the Citizens Coalition may remove any of its members of the Citizens Coalition at any time for cause or without cause, and/or may fill any of its vacancies on the Citizens Coalition, per above composition, arising at any time and from any cause. Any member of the Citizens Coalition may resign from office at any time. Such resignation must be made in writing and will take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Coalition. The acceptance of a resignation by the Coalition will not be necessary to make it effective. The corporate governance of the Citizens Coalition shall be collectively determined by its members with the intention that the Citizens Coalition shall be a cooperative and inclusive organization whose mission and objective is consistent with the mission and objective of this Agreement and the Project.

7. Citizen Coalition obligations³⁰

SUPPORT OBLIGATIONS

In light of the community benefits related to Affordable housing, workforce development and employment contained herein, the Citizens Coalition shall take the following positions and provide the assistance contained in this Article ____ with respect to the Project.³¹ The obligations herein of the Citizens Coalition shall solely be obligations of the Citizens Coalition, as distinct from the associated and constituent organizations and individuals making up such Citizens Coalition. However, the Citizens Coalition shall use its reasonable, good faith efforts (i) to cause

such associated and constituent organizations and individuals to support fully the agreements and obligations of the Citizens Coalition and Other Participants contained herein and (ii) provide:

7.1 Letter of Support. Upon the request of Developer, each member of the citizens coalition shall send a letter in general support of the Project, the text of which is set forth in Attachment B, to any governmental or public entity specified by Developer. The Parties may mutually agree to revise the text of such letter.

7.2. Hearing Attendance - Each member organization of the Citizens Coalition if requested by Developer in writing with at least [two weeks to a month or longer if necessary] notice³² shall send at least one representative knowledgeable about the Project to speak in support of the Project, with a message generally consistent with that contained in Attachment ____, at specified hearings.

8. Steering Committee

To assist with implementation of this Community Benefits Program, address community concerns and facilitate an ongoing dialogue between the Citizens Coalition and the Developer, the Citizens Coalition and the Developer shall establish a working group of representatives of the Coalition and the Developer, known as the Steering Committee.³³ This Steering Committee shall meet not less than quarterly [ex. Timeframe: during the construction of the Project]. Among other issues, the Developer shall seek the input of the Steering Committee in the following matters[e.g., monitoring the implementation of CBA, administering the distribution of funds, traffic, and pedestrian safety.] In addition, the Developer shall seek the input of the Steering Committee in an effort to develop and implement potential solutions to other environmental concerns, including without limitation, pedestrian safety, air quality and green building principles.

[Note: See language in footnote ³⁴ 35 below for Alternative language to mandate developer's adoption of the Steering Committee's recommendations.}

9. Rules by which the Steering Committee will operate.

9.1. The Steering Committee shall meet regularly to develop strategies and procedures for the implementation of the policies and programs set forth in this Agreement. Developer shall provide [ex: \$75,000] per year for the operation of the Steering Committee and those funds shall be deposited in the Community Benefits Fund.³⁵ Voting procedures and other rules of operation of the Steering Committee shall be determined jointly by the Citizen's Coalition and Developer. The Steering Committee shall establish processes and priorities for expenditures of the [project name] Community Benefits Fund and the [project name] Housing Fund, within the purposes set forth in this Agreement. In establishing these

processes and priorities the Steering Committee shall be guided by an inclusive, comprehensive, community-driven process, to determine community needs within the parameters of the funding obligations and purposes set forth in this Agreement.

9.2. Implementation through Relevant Contracts. Where this Agreement requires Developer and/or Developer Successors to impose responsibilities on entities that are not parties to this Agreement, Developer and/or Developer Successors [i.e. project management companies, interior design, architectural firms, etc.] shall ensure that relevant contracts: (i) impose such responsibilities on such entities; (ii) require such entities to impose such responsibilities on subcontractors or other entities involved in the Project through the contract in question to the extent contemplated by this Agreement; and (iii) state with regard to such responsibilities imposed on any such entities that the Citizens Coalition members are intended third party beneficiaries with enforcement rights; and (iv) include any other provisions which Developer and/or Developer Successors and Citizens Coalition agree, acting reasonably, are necessary to ensure application and enforceability of such requirements by Coalition Members. Subject to Article _____, any entity that imposes an obligation required by this Agreement on another entity shall, in event of failure by that other entity to comply with such obligation, enforce that obligation against the other entity or terminate the contractual relationship in question.

9.3. Compliance Information. Upon the reasonable written request from any Party, Citizens Coalition Member, Developer, and/or Developer's Successors shall provide reasonable records or information demonstrating that the requested entity is in compliance with responsibilities set forth in this Agreement. No Party shall make such request of any single entity more often than twice per year, except to the extent that the nature of the obligation being monitored requires more frequent reporting, as reasonably agreed upon by the Parties.

10. Agreement Overview: General Terms³⁶

10.1. Citizens Coalition Responsibilities.³⁷ All obligations, powers, rights, and responsibilities of the Coalition under this Agreement shall not be obligations, powers, rights and responsibilities of each Organization.

10.2. Mutual Consideration. The respective Parties' commitments to abide by the terms of the Agreement constitute the required mutual consideration.

10.3. Good Faith. All duties and obligations under this Agreement, and all attempts to enforce rights under this Agreement shall be governed by reasonable commercial standards of good faith.

10.4. Agreement Lawful and Legally Enforceable. All Parties to this Agreement understand and agree that it is lawful, enforceable, and binding on all

Parties; agree to waive any potential challenges to the enforceability of the Agreement; and agree not to affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Agreement in any judicial action, or other proceeding such as arbitration or mediation. The Coalition expressly represents that it enters into this Agreement on its own behalf, and on behalf of each of its constituent entities and person, and that it is bound by the terms of this Agreement.

10.5. Binding on Successors.³⁸ This Agreement shall be binding upon and inure to the benefit of the Parties and each of their respective heirs, administrators, executors, successors in interest and assigns, including, but not limited to any Developer Successor and any permitted successors of an Organization or any of their respective permitted successors and assigns.

10.6 Applicable Law. The terms of this Agreement shall be construed under [name of state, e.g. Pennsylvania] law.

10.7. Severability; Entire Agreement. Should a Court declare any term of this Agreement illegal or unenforceable, it shall have no legal effect on the validity of any other term or the balance of this Agreement. This Agreement contains the sole and entire agreement among the Parties with respect to this subject matter and supersedes any and all other prior written or oral agreements among them with respect to such subject matter.

11. Community Meetings

11.1. Number of Meetings:³⁹

Developer must provide a minimum of three (3) community outreach meetings wherein members of the public are invited to openly access information about the site plan, zoning changes, public benefits, and copies of the proposed Concept Book and Regulating Plan. In Census Tracts where more than forty (40) percent of households have a first language spoken other than English, Developer must provide communication in those languages to announce meetings and during meetings.

11.2. Meeting Notice: Developer must provide public notice for these community outreach meetings according to the following guidelines:

11.2.1. Provide advance notice for these community outreach meetings between 21 and 18 days prior to each community outreach meeting by US Postal Service to all homeowners and residential tenants within the project site and extending outward by 500 feet in all directions, within the area [ex. City] limits. A copy of the mailing list must be made available to the [designated entity ex. City Planning Department in digital format, to verify accuracy.]

11.2.2. Where appropriate, Community outreach regarding meeting timing shall occur with deliberate attention to planning analysis that is appropriate for the type of development [ex. Special Area Plans]. Developer shall arrange community outreach meetings to occur at the following phases of the review process:

At least one (1) community outreach meeting shall be held prior to [milestone ex: official submission to the Planning Department so the Applicant's Letter of Intent can reflect on the public's response to the proposal];

At least one (1) additional community outreach meeting shall be held at least 14 days after [milestone ex: submission to the Planning Department, but not less than 21 days prior to the convening of each of the following to inform City reviews for these, or other, relevant committees]:

11.2.2.1 Community Review: At least one (1) additional community outreach meeting shall be held at least 14 days after the meetings of the governmental planning board where appropriate. [ex. Coordinated Review Committee and Urban Development Review Board (or whichever is later), but not less than 90 days prior to the Planning, Zoning and Appeals Board public hearing.]

The purpose of this community outreach meeting is to ensure the public understands the breadth of the Developer's proposal and the recommendations of the government planning board where appropriate [ex: Coordinated Review Committee, Urban Design Review Board, and Planning Department. If the Planning Department is considering a conditioned approval, the Planning Department's proposed conditions shall be presented to the community at this community outreach meeting for public input.]

12. Studies Prior to Approval⁴⁰

The following studies listed in Attachment A were requested by the Coalition and/or governmental agencies prior to construction and shall be made available to the public and have informed the terms of this Agreement. [Ex. Pricing Impact Study, Displacement Study, Environmental Study]

13. Retail Business Restrictions / Formula and/or Chain Store Business Restrictions⁴¹

The following types [or ex: number] of retail establishments are barred in the [ex: XYZ development: e.g. big box stores, liquor stores, chain or formula stores].

14. Relocation Assistance⁴²

Developer is proposing to establish a relocation⁴³ program.

14.1. Purpose. The purpose of this Section is to address problems that may be faced by families that may be relocated in connection with the development of the Project.⁴⁴

14.2. Meet and Confer. The Developer agrees to meet and confer with the Coalition, [CITY OR COUNTY] Commissioners, and other [CITY OR COUNTY] staff in effort to seek and obtain permanent affordable housing for families relocated in connection with the Project. Meetings with the Coalition shall be held quarterly, or less frequently if mutually agreed by the Coalition and the Developer. Meetings with [CITY OR COUNTY] Commissioners, and other [CITY OR COUNTY] staff will be held as necessary. The Developer's responsibilities under this section will terminate five years from the effective date of this Agreement.

14.3. Assistance. The Developer will generally assist the Coalition to seek and obtain permanent affordable housing for relocated families. Developer will speak in favor of such efforts at least two appropriate public meetings and hearings when requested to do so by the Coalition. The Developer will use commercially reasonable efforts to provide technical assistance to the Coalition.

14.4. Notice of Availability. For a period of three years, Developer shall use good faith efforts to cause [Public Sector Agency Tasked With Collaboration] to give, to the fullest extent allowed by law, 30-days notice of availability of affordable units created by the Project to persons relocated in connection with development of the Project and to provide such relocated persons the first opportunity to apply as potential residential. Persons eligible for such notice shall be relocated persons who are not residential tenants in a permanent affordable housing project and who otherwise meet income and other requirements for affordable housing.

14.5. Timing. Permanent affordable housing for relocated families is an urgent matter and, therefore, time is of the essence. Consequently, Developer's obligations under this Section ____, shall begin within [TIME] following execution of this Agreement.

14.6. Funding. As part of the Relocation Assistance Program, Developer will issue direct cash payments to Qualified Residents between [range of payment amounts] to assist with relocation.

14.7. Reporting. The Developer shall prepare a Relocation Assistance Report as outlined in Section [XYZ Below.]

15. Bonus Density

{This section is dependent on the particular desires of the community. Some communities don't want bonus density others do. If not, here is suggested language for this section:}

Bonus density or other benefits awarded for units that exceed the average market rate rent of the census tract or equivalent neighborhood at the time this Agreement is executed [shall not be permitted] or [may represent no more than 25% of units counting towards such benefits, and may not exceed 100% of AML.] See footnote⁴⁵ for alternate language.]

16. Housing

16.1. Inclusionary zoning / Income restricted / Definition of affordability

The Project shall provide income restricted residential units equivalent to at least twenty percent (20%) of its total residential density or fifty percent (50%) of the residential density gained through the rezoning process, whichever is greater.⁴⁶ The level of income restriction shall take into account the median income⁴⁷ of the Project's Census Tract(s), the median income of the City, and feedback received through community outreach and shall be broken out as follows _____.

16.2 Developer Affordable Housing Program.⁴⁸

This Developer Affordable Housing Program exceeds requirements of state law. To further its connection to the surrounding neighborhoods, the Developer and/or Developer Successor proposes to build or work with community-based housing developers to implement much of the plan.

16.2.1 Percentage Affordable Units: The Developer and/or Developer Successor shall develop, or cause to be developed, affordable housing equal to [percentage, e.g. 20%] of the units constructed within the Project or a sufficient number to accommodate all those displaced by the Project, whichever number is greater. The Developer and/or Developer Successor shall do this through joint efforts with community-based organizations to create additional affordable units.

16.2.2. Income Targeting. The distribution of affordable units shall be as follows:

- 16.2.2.1. [Percentage, e.g. 30%] affordable to families earning zero to [percentage, e.g. 50%] of Area Median Income ("AMI");
- 16.2.2.2. [Percentage, e.g. 35%] affordable to families earning [range of percentages, e.g. 51% to 60%] of AMI;

16.2.2.3. [Percentage, e.g. 35%] affordable to families earning [range of percentages, e.g. 61% to 80%] of AMI.

Units below 50% of AMI are eligible for double the benefit level, units between 50 – 100% AMI are eligible for full benefits, units between 100 – 120% AMI are eligible for one quarter benefits. No benefits shall be awarded for units above 120% AMI.

16.2.3. Location. Affordable units may be built within the Project or off-site. Units built off-site will be located in redevelopment areas within a [radius, e.g. three-mile radius] from [location, e.g. the intersection of 11th and Figueroa Streets].

16.2.4. Senior and Differently-abled and/or Disabled Housing.⁴⁹ Developer and/or Developer Successors shall ensure that [percentage, e.g. 25%] of the Affordable Housing Units are designated as Senior and Disabled Housing.

16.3. Affordable Housing Leasing and Monitoring⁵⁰

16.3.1. Initial Lease-Up. Project leasing staff will meet with a representative designated by the Coalition (“Coalition Representative”), which may be either a person or an entity, to discuss the requirements of the leasing application process for the Affordable Housing Units at least [time period, e.g. two months] prior to initiation of the initial lease-up period for the Affordable Housing Units. Developer also shall provide the Coalition Representative with marketing materials at least [time period, e.g. two weeks] prior to the initiation of the initial lease-up period for the Affordable Housing Units. The Coalition Representative can make referrals for the Affordable Housing Units and Developer and/or Developer Successor shall advise the Coalition Representative about the status of the Coalition Representative’s referred applications and the reasons for denial, if any.

16.3.2. Covenants. Prior to issuance of a Certificate of Occupancy, Developer and/or Developer Successor shall record affordability covenants on the Affordable Housing Units guaranteeing that the units will be affordable to, and occupied by, [qualifying population, e.g. households at or below 50% AMI] for at least a period of [number of years, e.g. 40 years] from the issuance of the initial Certificate of Occupancy.

16.3.3. Compliance Reviewer. Not later than [amount of time, e.g. six months] before issuance of a Certificate of Occupancy for residential uses at the Project, Developer and/or Developer Successor shall provide [amount of money, e.g. \$40,000] to the Community Housing Fund to retain an entity to assist with reviewing all of Developer and/or Developer Successor’s submissions to [city housing authority, e.g. Los Angeles Housing Department (LAHD)] requirements and complied fully with the affordable housing obligations in the Agreement.

Developer and/or Developer Successor shall provide the reviewing entity with all of the aforementioned documentation and all documentation required by [above-mentioned housing authority, e.g. LAHD] for monitoring the Affordable Housing Units, and the reviewing entity shall conduct a peer-review of that documentation. In the event that the reviewing entity determines that Developer and/or Developer Successor is not in compliance with [above-mentioned housing authority, e.g. LAHD] requirements, the reviewing entity or any Organization may report such non-compliance to [above-mentioned housing authority, e.g. LAHD] for enforcement consistent with the provisions in the Affordable Housing Units' affordability covenants. Additionally, the Coalition may take any other action under the Agreement to enforce in full Developer and/or Developer Successor's affordable housing commitments.

16.4 Cooperative Development with Community-Based Organizations.⁵¹

In addition to development of affordable housing on-site or off-site, Developer and/or Developer Successor shall work cooperatively with the Citizens Coalition and Steering Committee in an effort to provide additional affordable housing units. The goal of this program is to identify affordable housing infill development opportunities within a [number of mile radius, e.g. 1.5 radius] of [location, e.g. Figueroa and 11th Street] and to affiliate with well-established non-profit affordable housing development corporations in the area.

16.4.1. Interest-Free Loans. As "seed money" for affordable housing development, within [number of years, e.g. two years] after receiving final entitlement approvals for the Project, Developer and/or Developer Successor, will provide interest-free loans in the aggregate amount not to exceed [amount, e.g.\$650,000] to one or more non-profit housing developers that are active in the [name of area, e.g. Figueroa Corridor] and are identified in [section number, e.g. Section IV.C.2], below, or are mutually-agreed upon by the Developer and the Coalition. Repayment of principal shall be due in full within [number of years, e.g. three years] from the date the loan is made. Provided that the loan or loans have been repaid timely, such repaid amounts may be loaned again to one or more non-profit housing developers; however, it is understood that all loans will be repaid within [number of years, e.g. six years] from the date the first loan was made. In addition, the loans shall be on such other commercially reasonable terms consistent with the purposes of this Section.

16.4.2. Prequalified Non-Profit Development Corporations. The following non-profit community-based organizations are eligible to seek to participate in this cooperative program:

16.4.2.1. [Non-profit, e.g. Esperanza Development Corporation]

16.4.2.2. [See above]

16.4.3. Use of Community Housing Funds. The interest-free loans may be used by the selected organizations for the following purposes:

16.4.3.1. Land acquisition/option/due diligence.

16.4.3.2. To focus on existing buildings to rehabilitate or to acquire small infill sites capable of supporting approximately [number, e.g. 40] or more units.

16.4.3.3. Entitlement and design-feasibility studies.

16.4.3.4. Financial analysis and predevelopment studies.

16.4.3.5. Funding applications and initial legal expenses.

16.4.3.6. Other expenses reasonably-approved by Developer and/or Developer Successor to secure full-funding agreements.

16.4.4. Project Selection Process

16.4.4.1. Within [amount of time, e.g. 90 days] following Project approvals, Developer and/or Developer Successor will meet and confer with principals of each non-profit listed in [section number _____], above, to gain a comprehensive understanding of the capabilities and capacity of each organization and ability to obtain financing support.

16.4.4.2. Within [amount of time, e.g. six months] following Project approvals, Developer and/or Developer Successor will request proposals from each non-profit organization, which may include one or more prospective sites and use best efforts to identify one or more projects to pursue.

17. Living Wages.⁵²

Living Wages. Developer and/or Developer Successor shall pay all of its employees (whether full-time or part-time, temporary or regular) and independent contractors a minimum living wage of [ex: Miami Dade \$13.61 per hour with qualifying health benefits valued at least \$3.45 per hour, otherwise \$17.06 per hour.]⁵³

The Living Wage shall increase annually based upon the CPI. Any employee or independent contractor covered by this Section shall have third-party beneficiary rights to enforce this provision against Developer and/or Developer Successor. Any employee or independent contractor covered by this Section who is not paid the Living Wage shall have a cause of action against Developer and/or Developer Successor to enforce the terms contained in this Section, and shall be entitled to

actual, pre-judgment interest and attorney's fees if successful in its cause of action.

18. Construction Jobs⁵⁴

18.1. Jobs Program

18.1.1. Construction Jobs Reserved for Local Residents. Developer and/or Developer Successor shall require that all Construction Employers working on the Project Site use their best efforts to achieve a goal of having [percentage, e.g. 30%] of all hours of Project Work physically performed at the Project Site be performed by Local Residents (the "Local Hiring Goal"). The Local Hiring Goal shall be measured based on the total number of hours of Project Work, and not on the number of hours of Project Work performed by a particular Contractor or Contractors.

18.1.2. Construction Jobs Reserved for Qualified Residents. Developer and/or Developer Successor shall require that all Construction Employers working on the Project Site use their best efforts to achieve a goal of having at least [percentage, e.g. 10%] of all hours of Project Work be performed by Qualified Residents (the "Qualified Resident Hiring Goal"), which shall be divided as follows: at least [percentage, e.g. 8%] shall be worked by candidates referred by the Jobs Coordinator and the remaining [percentage, e.g. 2%] may be worked by candidates from any source. The Qualified Resident Hiring Goal shall be measured based on the total number of hours of Project Work, and not on the number of hours of Project Work performed by a particular Contractor or Contractors. Qualified Residents shall be counted towards the Local Hiring Goal.

18.1.3. Hiring Priority. Developer and/or Developer Successor shall require that, in hiring Qualified Residents for Project Work, each Construction Employer gives preference to Qualified Residents whose primary place of residence is within a [radius, e.g. three-mile radius] of the Project.

18.1.3.1. Monitoring and Compliance

18.1.3.1.1. Reporting.⁵⁵ In accordance with [Insert Section], on a [annual/bi-annual/quarterly] basis, each Employer shall notify the Coalition of the number, by job classification, of Local and Qualified Residents, including full and part-time, hired

by such Employer during the prior quarter and the total number of employees and independent contractors, , including full and part-time, hired by such Employer during the prior quarter. Each Employer shall submit to the Coalition annual aggregate reports detailing the employment of Local and Qualified Residents, both full and part-time, at the Project. Each Employer shall retain those records for [number of years, e.g. seven years] subsequent to reporting them to the Coalition. This report shall be filed for any given year or partial year by [DATE(S)]. See Section 33 below for additional reporting requirements.

18.1.3.1.2. Recordkeeping.⁵⁶ Each Employer shall retain records for at least [number of years, e.g. seven years] sufficient to report compliance with this Community Benefits Agreement, including records of referrals resulting from this Community Benefits Agreement, job applications, and number of Local and Qualified Residents hired. To the extent allowed by law, and upon reasonable request. Such records may be redacted so that individuals are not identified by name and so that other confidential information, such as social security numbers, is excluded.

18.1.3.1.3. Liquidated Damages for Non-Compliance. If Developer and/or Developer Successor has not met the Local Hiring Goal or the Qualified Hiring Goal, Developer shall pay liquidated damages to the Community Benefits Fund in the amount of [Ex: dollar amount, e.g. \$168 (\$21 per hour)] for each work-day by which performance fell short of the Local Hiring Goal or the Qualified Hiring Goal. A workday is defined as eight (8) hours of work for one employee.

19. Permanent Jobs⁵⁷

19.1. Permanent Jobs Funding. Developer shall pay a total of [dollar amount, e.g.\$300,000] to the Community Benefits Fund: [dollar amount, e.g. \$200,000] of which shall only be used to fund job training and referral services, including training and referral of workers for employment with Permanent Employers; and [dollar amount, e.g. \$100,000] of which shall be used by the Coalition for the purposes of monitoring, implementing and enforcing this Agreement.

19.1.1 Timing of Distribution of Funds. Developer and/or Developer Successor shall pay [second dollar amount in paragraph above, e.g. \$200,000] to the Community Benefits Fund no later than [time period, e.g. six months] prior to occupancy by the first retail or residential tenant of the Project. Developer and/or Developer Successor shall pay the remaining [third dollar amount in above

paragraph, e.g. \$100,000] to the Community Benefits Fund within [time period, e.g. thirty days] of the issuance of the first Certificate of Occupancy for any residential or retail portion of the Project.

19.2. Permanent Jobs First Source Hiring Requirements

19.2.1. Local Resident Hiring Requirement. Developer and/or Developer Successor shall use its best efforts to achieve the goal of having at least [percentage, e.g. 40%] of employee hours of On-Site Work performed in the aggregate for the Project's Permanent Employers be worked by Local Resident (the "Permanent Hiring Goal").

19.2.2. Hiring Process

19.2.2.1 Hiring. The Permanent Employer may at all times consider applicants referred or recruited through any source. When making initial hires for the commencement of the Permanent Employer's operations in the Project, the Permanent Employer will hire only Local Residents until the earlier of a [time period, e.g. three-week period] following the notification of job opportunities described above or the Permanent Hiring Goal is met, based on the number of job opportunities then available for that Permanent Employer. When making hires after the commencement of operations in the Project, the Permanent Employer will hire only Local Residents for a [time period, e.g. five-day period] following the notification of job opportunities, unless the Permanent Hiring Goal has already been met, based on the number of job opportunities then available for that Permanent Employer. During such periods, Permanent Employers may hire Local Residents recruited or referred through any source. During such periods Permanent Employers will use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.

19.2.2.2. Referral System. The Coalition shall create and implement a referral system to refer qualified, trained applicants to Permanent Employers (the "Referral System"). After receiving notification of job openings from a Permanent Employer, the Referral System will attempt to promptly identify and refer to the Permanent Employer Local Residents and other applicants that meet the Permanent Employer's requested qualifications. The Referral System shall prioritize referrals in the following order:

- 19.2.2.2.1. First Priority: Local Residents residing within a [zip code or radius, e.g. two-mile radius] of the Project;

19.2.2.2.2 Second Priority: Local Residents residing within a [zip code larger radius, e.g. five-mile radius] of the Project;

19.2.2.2.3. Third Priority: Other applicants meeting the Permanent Employer's requested qualification

SEE ATTACHMENT B – [EX. LOS ANGELES SAMPLE FIRST SOURCE HIRING POLICY]

20. Full time versus part time jobs

Hiring and Training.

At least twenty percent (20%) of the total employees employed by Developer during the first two (2) years of operation of the Project shall work Full Time and at least forty percent (40%) of the total employees employed by Developer shall work Full Time during all other years of operation of the Project. With respect to each Employer, Developer shall also use diligent efforts, in good faith, to ensure that at least twenty percent (20%) of the total employees employed by such Employer during the first two (2) years of operation of the Project shall work Full Time and at least forty percent (40%) of the total employees employed by such Employer shall work Full Time during all other years of operation of the Project; and Developer shall make this requirement part of any contract or agreement with any such entity.

21. Ban the Box – drug testing, past criminal records

Ban the Box. The Permanent Jobs requirement shall not be deemed or construed to require the hiring of employees who do not comply with hiring requirements, including drug testing requirements. However, neither Developer nor its agents shall solicit from prospective employees information regarding their past criminal record at the time of initial application and any evidence of past criminal acts committed by a prospective employee of which the Developer or its agents becomes apprised shall not serve to automatically disqualify such prospective employee from Project-related employment.

22. Small Business / SBE, MBE and WBE contracting Commitment

Developer has committed to providing a minimum of [ex: 50%] of the contracts to Section 3, SBE, MBE and WBE firms, with an estimated economic impact of over [ex: \$90,000,000.]⁵⁸

Developer will partner with the _____[ex Miami Dade Chamber] to provide office space within the site for the creation of a Small Business Incubator Program and Community Wealth Building⁵⁹ program featuring a more localized

entrepreneurial approach to build equity for low income residents and support venture financing.

23. Local Procurement⁶⁰

The developer is encouraged to create a Procurement Plan (“Plan”) that will outline how good faith efforts will be made to increase the amount of goods and services purchased from businesses located within Miami-Dade and specifically from businesses owned by people of color and businesses in priority neighborhoods impacted by the project. The Plan is not intended to require a business to replace key regional suppliers of products and/or services. In reviewing a proposed Plan, it is understood that The Plan can provide flexibility to address specific business needs and operating conditions of the developer.

24. Profit Sharing / Revenue Contribution if project generates income (ex. Ice rink, sports arena, music venue)

Revenue Contribution. Commencing on the first full calendar year after the Project opens and throughout the duration of this Community Benefits Program, Developer shall pay, in a manner the Steering Committee recommends, in its sole, good faith discretion, one percent (1%) of the annual gross business {ex: ice rink rental] revenue up to twenty-five million dollars (\$25,000,000) plus two percent (2%) of annual gross _____ business revenue exceeding twenty-five million dollars (\$25,000,000) (the “**Revenue Contribution**”). The Parties agree that this is an annual credit (that does not accrue from year to year) and any remainder left in any given year is forfeited if not spent by year’s end. The annual Revenue Contribution shall be paid to the Coalition, by check or funds transfer on or prior to January 30th of the ensuing year. For the period beginning when the Project opens and ending on December 31 of such year, Developer shall pay to the Coalition, by check or funds transfer to _____ Trust Account, two hundred and fifty thousand dollars (\$250,000) (the “**Initial Revenue Contribution**”). To the extent that the Initial Revenue Contribution is greater than or less than the Revenue Contribution that would have been payable by Developer for such period, the Revenue Contribution payable for the first full calendar year after the Project opens shall be adjusted upward or downward, as applicable, by the difference between the Initial Revenue Contribution and the required Revenue Contribution for such period.

25. Run rate Contribution from and Use of a unique revenue producing facility (Ex. Sports Arena)⁶¹

Run Rate Contribution. Each year after the Project opens and throughout the duration of this Community Benefits Program, Developer shall contribute an additional value \$ _____ [ex: one million dollars (\$1,000,000)] as in-kind services per year, (the “**Run Rate Contribution**”), (starting January 1st each year, except for the first year in which the amount will be pro-rated based on the

number of months left in the year from the date the Project opens). The Run Rate Contribution shall increase annually based upon the CPI. The Run Rate Contribution shall be used by the Coalition to purchase in-kind services from Developer, including (i) access and use of the Project in accordance with Section 13 to residents of the [ex; Northwest Bronx] at a discounted rate equal to the applicable rate charged to other not-for-profit organizations, if such rate exists, that use the Project (the “**Discounted Rate**”) for similar use of the Project, (ii) converting [facility] for alternative uses by the Coalition; (iii) access and use of facility space within the Project, including classrooms; (iv) free and/or discounted tickets for seniors, and students and low income families and (v) out-of-pocket expenses of Developer for technical assistance and monitoring program described in Sections 3(d)(i) and (ii). The scheduling, timing, scope, eligibility of participants and all other aspects of the above in-kind services shall be determined in consultation between the Coalition and Developer. Notwithstanding the foregoing sentence, Developer shall make no efforts to frustrate the Coalition’s ability to use the annual in-kind services. The Parties agree that this is an annual credit (that does not accrue from year to year) and any remainder left in any given year is forfeited if not spent by year’s end. The Coalition shall not expend more than fifteen percent (15%) of the annual Run Rate Contribution in any calendar month and not more than thirty percent (30%) of the annual Run Rate Contribution in any calendar quarter.

26. Construction of Ancillary Buildings / Facilities

26.1. Job Training Center

Developer will build a Job Training Center - Center designed to provide a full range of assistance to job seekers under one roof and offers training referrals, career counseling, job listings, resume and interview training and similar employment-related services.

26.2. Elder Care Center

Developer will build an Elder Care Facility - senior care center designed to meet the needs and requirements of senior citizens at various stages including adult day care and activities, assisted living and nursing care to adult day care.

26.3. Education Facilities / School

Educational Institutions:

Developer will build [ex: new Early Childhood Education School, to include an Early Head Start and Head Start program] onsite.

Developer will build a new K thru 2 charter school onsite.

Developer will partner with the [ex: Dorsey Educational Program and Miami Dade Public Schools] to provide an adult educational center onsite.

26.4. Community Center

The developer will build a Community Center for activities and events; provide space for numerous Community Based Organizations, including conference rooms, co-working spaces, and community centers. For use by local community at no cost or at discounted rates.

26.5. Athletic Center

The developer will build an Athletic Center and/or community Park with a multipurpose field, basketball court, baseball field and a Community Pool.

26.6. Wi Fi, Optic and Advanced Technology Infrastructure

Developer will ensure that state of the art Wi-Fi and Fiber Optic infrastructure is included in the facility and public spaces.

26.7. Youth Center

The developer will build a Youth Center or recreational center intended primarily for use by children ages 11 to 18 years. It will be is a place where young people can meet and participate in a variety of activities, for example table football, association football, basketball, table tennis, video games, Occupational Therapy and religious activities in a safe, supervised environment.

26.8. Grocery Store

The developer will build a "Grocery Store" meaning a retail store commonly known as a grocery store or a supermarket for which the substantial majority of retail sales are household foodstuffs for offsite consumption, including fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods, and prepared foods, with other household supplies or other products sold by such establishment being secondary to the retailer's primary purpose of food sales and the operator of which has more than twenty-five (25) regular full time or regular part time employees.

26.9. Museum

The developer will build a museum in which objects of historical, scientific, artistic, or cultural interest will be stored and exhibited.

26.10. Art Plaza / Art Installation

The developer shall commission an art installation and /or create an art plaza space for displaying art installations dedicated to enriching the public

environment and preserving and enhancing the artistic and civic pride of the [ex: xyz neighborhood.]

26.11. Playground

The developer shall build a playground, play park, or play area specifically designed to enable children to play there including differently-abled and/or disabled children.

26.12. Retail Space for project residents

Developer to reserve [ex: 4,000 sq. ft.] of retail space to the establishment of a micro-unit incubator for the use of artisans and small business merchants who are verified [ex: xyz community] Residents that do not compete directly with existing [ex: Fairgrounds Nashville flea market] vendors.⁶² Vendors will be selected from qualified applicants and rental rates will be set by the Steering Committee. First year rental rates will be set at a 50% or greater reduction of market rate rents and a rental rate mechanism (such as set incremental increases, percentage of revenue, etc.) will be developed by the Steering Committee for rental rates beyond year 1.

26.13. Historic Preservation

The developer will not demolish or harm buildings, objects, landscapes or other artifacts of historical significance to the neighborhood including [ex: a specific statue, park, etc.] but will instead aid in the Historic preservation, conservation and protection of [xyz structure.]

26.14. Neighborhood Infrastructure Improvements

The developer will aid in the improvement of the physical surroundings including sidewalk repair, sound barriers, alley improvements, road repair, lighting and security, and traffic control and noise reduction.

27. Community Housing Fund and Community Benefits Fund

Management of Funds.

Management of Community Housing Fund and Community Benefits Fund. Developer and Community Coalition shall jointly negotiate an agreement with an Approved Foundation [Note: or organization the community designates such as a community development corporation] regarding that foundation's acceptance of funds provided by Developer under this Agreement (the "Community Benefits Agreement"). The Funding Agreement shall require the foundation

27.1 Establish a trust to maintain such funds;

27.2 Require the foundation to deposit and maintain such funds in a bank designated in the Funding Agreement (such bank being selected by Developer with reasonable approval of Lead Organizations);

27.3 Restrict grants of such funds to the purposes set forth in this Agreement;

within the nonprofit purposes and other operating practices of the foundation described or referenced in Fund Agreement, distribute such funds through timelines and processes, and for particular purposes, as directed by the Steering Committee from time to time.

28. Funding for Community Programs

28.1. Small Business Grants Program

Providing \$_____ [ex: two hundred fifty thousand dollars (\$250,000)] to the Community Benefits Fund for the purpose of establishing and administering a grant program for Small and Local Businesses which grants are to be used to make capital improvements to the properties of such Local Businesses.

28.2. Small Business Loans

Financial Support for Small Business Loan Fund.

Developer shall, no later than ninety days (90) from the date of final and non appealable approval of the Project, make a one-time donation of _____ (\$_____) to the Community Benefits Fund for the specific purpose of establishing and capitalizing a revolving loan fund (the “[Project name] Small Business Loan Fund”) to finance the development and/or expansion of small businesses located in _____ and/or owned by residents of __ residents of [BLANK]. A Loan Review Committee will be composed of representatives from the Coalition’s member organizations and [OTHER ORGS, AGENCIES, FOR-PROFITS], chosen and evaluated by the Coalition.

28.3. Job Training Program

Developer will provide Financial Support for Job Training Program in the amount of \$ _____ to the Community Benefits Fund for the following projects:⁶³

Developer will partner with [Ex: Employ Miami-Dade and Career Source of South Florida] to provide job training and job placement services for residents living in zip codes [Ex: 33142 and 33147].

Developer will partner with local labor unions to provide apprenticeship-training programs to the residents of [Ex: Liberty Square and zip codes 33142 and 3314 7].

Developer will partner with the [Ex; Miami Dade Public Defender] to assist ex-offenders with expunging their criminal records to allow for re-entry into the workplace.

Developer will partner with local organizations to provide job training to ex-offenders for residents residing in zip codes [Ex: 33142 and 33147.]

Developer will partner with [Ex: Miami Dade] College to provide numerous job training certificate and degree programs for residents residing in zip codes [Ex: 33142 and 33147].

Developer will provide job placement initiatives for residents residing in zip codes [Ex: 33142 and 33147].

28.4. Art Funding at Local High Schools

Developer will contribute to [ex: xyz high school] funding in the amount of \$ _____ to the Community Benefits Fund for Arts Programs.

28.5. High School work based learning opportunities

Developer will provide Internships and work-based learning opportunities for public high school students.⁶⁴ These could include internships and career exploration activities (e.g., career days, mock interviews, site visits, and other work-based learning opportunities)

28.6. Youth Sports Program⁶⁵

Developer and/or Developer Successor shall contribute the amount of \$ _____ to the Community Benefits Fund to provide necessary funding to develop an outreach program (a “Foundation Sports Program”) in connection with [community, e.g. the Bronx] public schools. Developer and/or Developer Successor shall make all diligent efforts, in good faith, to ensure that [percentage, e.g. 80%] of all participants in the Foundation Sports Program are residents of [above-named community, e.g. the Bronx] from public schools.

28.7. Community Scholarships

Developer will provide Youth Scholarships in the amount of \$ _____ to the Community Benefits Fund annual up to [ex: ten (10) need-based] scholarships for youth domiciled in _____[ex: Promise Zone] communities to participate in a youth program.

28.8. Health Services⁶⁶

[Where appropriate, some hospital developments have provided health services to the community. Here are sample requests:]

28.8.1. Community Health Outreach. Developer and/or Developer Successor shall pay [dollar amount, e.g. \$160,000] to the Community Benefits Fund, which shall be used for health promotion services in [community, e.g. South Los Angeles], including outreach to local residents regarding health care services and other health-related information. These funds shall be paid to the Community Benefits Fund no later than [time period, e.g. six months] prior to occupancy by the first retail or resident tenant of the Project.

28.8.2. Developer will provide a fund to provide coverage of health care costs for Residents.⁶⁷

28.8.3. For a medical developers / facility a possible request is

Outreach Coordinators - Hospital shall make an annual investment of [\$140,000] before [time period ex: July 1 of each year], for a minimum of [ex: (5) years], to fund two (2) new positions: an [ex: medical condition impacting the community e.g. asthma] outreach coordinator and an uninsured children's outreach coordinator.[entity] shall have sole authority for the selection of the individuals to fill these positions. Such individuals shall coordinate with representatives of Hospital in order to identify and serve children residing in the [ex: City of New Haven] who either (i) suffer from [ex: asthma or asthma-related conditions], or (ii) are not covered by health insurance.

28.8.4. Community health needs assessment

The developer will fund a community health needs assessment (CHNA) which is a systematic process involving the community to identify and analyze community health needs. The process provides a way for communities to prioritize health needs, and to plan and act upon unmet community health needs. CHNAs may be conducted by a variety of organizations. [ex: i.e. cancer cluster, lead poisoning etc.

29. Environment Issues / LEED Certification⁶⁸

LEED Certification. The Parties hereby acknowledge that the [project] Development Agreement provides that a LEED Certification Plan will be prepared in connection with the construction of the [ex: New Arena].

30. Parks and Recreation⁶⁹

Park and Recreation Facility Creation by Developer

30.1. Park and Recreation Facility Creation. Following the completion of the needs assessment, the Developer and/or Developer Successor shall fund or cause to be privately funded at least [amount, e.g. \$1,000,000] for the creation or

improvement of one or more parks and recreation facilities, including but not limited to land acquisition, park design, and construction, within a [radius, e.g. one-mile radius] of the Project, in a manner consistent with the results of the Needs Assessment. By mutual agreement of the Coalition and the Developer and/or Developer Successor, this [above-mentioned radius, e.g. one-mile radius] may be increased. Each park or recreation facility created pursuant to this agreement shall be open to the public and free of charge. Developer and/or Developer Successor shall have no responsibility for operation or maintenance of any park and recreation facility created or improved pursuant to this Agreement. Developer and/or Developer Successor after consultation with the Coalition shall select the location of park and recreation facilities to be created or improved. Park and recreation facilities shall be created or improved in a manner such that a responsible entity shall own, operate, and maintain such facilities. Each park created or improved pursuant to this Agreement shall include active recreation components such as playgrounds and playing fields and shall also include permanent improvements and features recommended by the Needs Assessment, such as restroom facilities, drinking fountains, park benches, patio structures, barbecue facilities, and picnic tables. Recreation facilities created pursuant to this Section should to the extent appropriate provide opportunities for physical recreation appropriate for all ages and physical ability levels.

30.2. Timeline. The park and recreation facilities created or improved pursuant to this Agreement shall be completed within [number of years, e.g. five years] of completion of the Needs Assessment. At least [dollar amount, e.g. \$800,000] of the funds described in [section number, e.g. Section VIII.B.1], above, shall be spent within [number of years, e.g. four years] of completion of the Needs Assessment.

31. Enforcement⁷⁰

This Agreement shall be subject to the following enforcement mechanisms:

31.1. Default. Failure by any Party to perform any term or provision of this Agreement, if not cured, shall constitute a default under this Agreement.

31.2. Right to Cure. If any Party believes that another Party(ies) is/are in default of the terms of this Agreement, the Party shall provide written notice to the defaulting Party of the alleged default; shall offer to meet and confer in a good faith effort to resolve the issue; and provide the defaulting Party [time period, e.g. 60 days], from the time of the notice, to cure the alleged default, subject to the provisions below. Any notice provided pursuant to this provision shall specify the nature of the alleged default, and the manner in which the alleged default may be satisfactorily cured.

31.3. Mediation. To the extent that there is any disagreement regarding the performance of obligations of the Parties under this Agreement, including

circumstances when a notice of default has been given, the applicable aggrieved Parties shall first attempt to resolve such disagreements by meeting. If the parties are unable to resolve any such disagreement(s) by meeting, any party to the dispute may request mediation of the dispute, in which case, if the other party or parties to the dispute agree, such mediation shall occur within thirty (30) calendar days unless that time is extended by the agreement of the parties to the dispute. Each party shall bear any of its own fees and costs, if any, and a proportional share of the reasonable costs of a mediator.

31.4 Legal Remedies

Option 1 Equitable Relief / Court⁷¹

1. Equitable Relief. In the event that the Coalition, [all other Parties by name] is/are in default of the terms of this Agreement, the party alleging the default may, in its sole discretion elect to waive the default, or may, in its sole discretion opt to pursue court action after the exhaustion of the [previously-mentioned time period, e.g. 60 days'] notice and right to cure period described above. However, where the alleged default may result in irreparable injury any party, in its sole discretion, may immediately pursue court action, including immediately filing an action in [name of court, e.g. Court of Common Pleas of Allegheny County] (the "Court") to require the specific performance of an express obligation of the breaching Party under this Agreement. Any Party to this Agreement may file an action in the Court seeking to specifically enforce any term of this Agreement that allegedly has been breached. The Court shall have the power to order equitable/injunctive relief, on a temporary or permanent basis requiring the Parties to comply with the terms of this Agreement, which shall include the power to enjoin or otherwise impair or interfere with the construction, development or operation of the Project.

Option 2 Arbitration⁷²

2. Binding Arbitration. If a Failure to comply with the terms of the agreement has not been resolved by negotiation or voluntary mediation or cured within the 60-Day Cure Period as set forth above, then any controversy or claim pertaining or relating to such Failure shall be settled by binding arbitration in Miami Dade administered by JAMS ("JAMS").

2.1. Arbitration Rules. Any Failure referred to JAMS for settlement by arbitration hereunder shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules ("JAMS Rules") except that the provisions of this Section 10.4.4 shall supersede any conflicting or inconsistent provisions of the JAMS Rules.

2.2.. Selection of Arbitrators. Notwithstanding any contrary provision in the JAMS Rules, one (1) Qualified Arbitrator shall resolve any controversy or claim submitted to arbitration.

2.3. Hearing and Award. The arbitrator so appointed shall meet and shall, if possible, hear and determine such matter within sixty (60) days after the arbitrator is appointed and his or her determination shall be binding on the parties. The award shall be in writing and signed by the arbitrator, and executed in the manner required by law.

Notwithstanding any contrary provision, judgment on the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

2.4. Costs of Arbitration. The costs and expenses of the arbitration, including JAMS administrative fees and arbitrator fees, shall be borne equally by the Parties and paid when due during the course of the arbitration. Each Party shall bear its own attorneys' fees and expenses incurred in connection with the arbitration.

2.5. No Fee Shifting. Except as otherwise provided in Section {xyz above}, each Party shall bear its own costs and attorneys' fees in any action or arbitration arising out of or relating to this Agreement.

31.5. Information. Upon request from a Party, another Party hereto shall provide records or information necessary to monitor compliance with the terms of this Agreement. No Party shall request the same or similar records or information more often than twice per year, except to the extent that the nature of the obligation being monitored requires more frequent reporting, as reasonably agreed upon by the applicable Parties.

32. Reporting Requirements

32.1 RESPONSIBLE CONTRACTING REPORT. In accordance with [Insert Section], the Developer will provide an [annual/bi-annual/quarterly] report to the Coalition and to the [Appropriate Government Agency, e.g. City Council's Community and Economic Development Committee] on the percentage of new lease agreements or other contracts regarding use of space within the Project that were entered into with entities reporting violations of workplace-related laws. In compiling this report, Developer shall be entitled to rely on information provided by Commercial Tenants and Contractors. The report may aggregate information from various responders so as not to identify any particular Commercial Tenant. This report shall be filed for any given year or partial year by [DATE(S)].

32.2 HIRING REPORT. SEE HIRING REPORT REQUIREMENTS listed in
Section 18 .1.3.1.1

32.3 RELOCATION ASSISTANCE REPORT. In accordance with [Insert
Section], the Developer will provide an [annual/bi-annual/quarterly] report to
the Coalition and to the [Appropriate Government Agency, e.g. City
Council's Community and Economic Development Committee] that contains
the information and documentation related to the Relocation Assistance
Program such as, but not limited to, the amount of funds allocated to
Qualified Residents; number of Residential Tenant Protection Vouchers
issued; education provided by Developer; copies of notices provided by
Developer; meetings and hearings attended by the Developer. This report
shall be filed for any given year or partial year by [DATE(S)].

33. Signatures

IN WITNESS THEREOF, the Parties have executed this Agreement as of the
Effective Date set forth in the introductory paragraph of this Agreement.

[Name of Party], DEVELOPER
[Description of entity] a [state] corporation

By: _____
Name: _____
Title: _____

[XYZ COMMUNITY GROUP],
a [state] nonprofit corporation

By: _____
Name: _____
Title: _____

[XYZ COMMUNITY GROUP],
a [state] nonprofit corporation

By: _____
Name: _____
Title: _____

¹ Bayview-Hunters Point Community Benefits Agreement, Partnership for Working Families (2008),
<http://www.forworkingfamilies.org/sites/pwf/files/documents/BayviewHuntersPointCBA.pdf>.

² Kingsbridge Armory Community Benefits Agreement, Partnership for Working Families (2013),
<http://www.forworkingfamilies.org/sites/pwf/files/documents/Kingsbridge%20FINAL%20Exhibit%20A%20-%20Community%20Benefits%20Program.pdf> ;

Lorenzo Project Community Benefits Agreement, Partnership for Working Families (2011),
http://www.forworkingfamilies.org/sites/pwf/files/resources/Web_LorenzoPalmer%20CBA.pdf.

³ Contracting for Equity Report, Local and Regional Government Alliance on Race and Equity by Tim Lorentz, Insight Center for Community Economic Development

⁴ Kingsbridge, *supra*.

Lorenzo, *supra*.

Staples Center Community Benefits Agreement, Partnership for Working Families (2001),

<http://www.forworkingfamilies.org/sites/pwf/files/documents/StaplesCBA.pdf>.

⁵ Bayview *supra*

⁶ Bayview *supra*

⁷ Lorenzo *supra*

⁸ LAX Community Benefits Agreement, Partnership for Working Families (2004),
<http://www.forworkingfamilies.org/sites/pwf/files/documents/LAXCommunityBenefitsAgreement.pdf>

⁹ Lorenzo, *supra*.

¹⁰ Lorenzo, *supra*

¹¹ Lorenzo, *supra*

¹² Kingsbridge, *supra*.

¹³ Staples, *supra*

¹⁴ Bayview, *supra*.

¹⁵ Bayview *supra*

¹⁶ Job coordinators, according to the Bureau of Labor Statistics (BLS), supervise human resource staff, such as employment, recruitment and placement specialists. In addition to supervisory duties, employment coordinators conduct reference and background checks, maintain employee records and hire applicants. Most employment coordinators have a bachelors degree. Many employers want applicants who have majored in human resources or human resource administration.

¹⁷ Lorenzo, *supra*.

¹⁸ Lorenzo, *supra*

¹⁹ LAX, *supra*

²⁰ Bayview, *supra*

²¹ Lorenzo, *supra*

²² Bayview, *supra*.

²³ Lorenzo, supra

²⁴ Lorenzo, supra

²⁵ Lorenzo, supra.

²⁶ Bayview, supra

²⁷ draft West Grove EJC Miami CBA

<https://www.law.miami.edu/academics/clinics/environmental-justice-clinic-cases-projects>

²⁸ Staples supra

²⁹ Knightsbridge supra

³⁰ Also serves to demonstrate additional consideration

³¹ Bayview supra

³² Community groups may need to meet with their own boards of directors to consider items and that may take longer than a few days.

³³ Staples supra

³⁴ Alternate Steering Committee language: “To assist with implementation of this Community Benefits Program, address community concerns and facilitate an ongoing dialogue between the Citizens Coalition and the Developer, the Citizens Coalition and the Developer shall establish a working group of representatives of the Coalition and the Developer, known as the Advisory Committee. This Advisory Committee shall meet not less than quarterly during the construction of the Project. Among other issues, the Developer shall seek the input of the Advisory Committee in the following matters: [e.g., monitoring the implementation of CBA, administering the distribution of funds, traffic and pedestrian safety]. In addition, the Developer shall seek the input of the Advisory Committee in an effort to develop and implement potential solutions to other community and environmental concerns, including without limitation, [e.g., pedestrian safety, air quality, and green building principles]. If the Advisory Committee [unanimously recommends/ recommends by a simple majority/ recommends by a super majority] a solution in response to a community concern regarding the following matters: e.g., utilization of funds], the Developer agrees to adopt the recommended solution.”

³⁵ Bayview supra

³⁶ Hill District Community Benefits Agreement, Partnership for Working Families (2008),

<http://www.forworkingfamilies.org/sites/pwf/files/documents/HillDistrictCBA.pdf>.

³⁷ LAX, supra.

³⁸ Bayview, supra.

³⁹ Contains some language from the 2018 draft City of Miami Planning Department SAP rewrite.

⁴⁰ Some studies are completed prior to the Project approval. These can be done by the City or selected organizations, depending on the study. However, this does not prevent the community from requiring additional studies in the CBA that may benefit them. The community can seek additional studies through the CBA, even after approval.

⁴¹ <https://ilsr.org/wp-content/uploads/2010/12/SF-formula-revisions-ordinance.pdf>; These types of restrictions are used to help communities maintain an independent retail sector.

⁴² This can be tailored to specific communities’ desires. For example, specific dollar amounts for relocation expenses.

⁴³ Draft West Grove EJC Miami CBA defines displaced families as: “Displaced Resident” shall mean any individual or family that lived in the NCD-2 for at least five (5) years in real property located within the Historic Coconut Grove Village West boundary and moved at some point between 2000 and the Present to any area outside of the Historic Coconut Grove Village West as a direct result of eviction from their residence (whether formal or informal), termination of a tenancy at their residence, acquisition of their residence, demolition of their residence, condemnation of their residence, foreclosure, the anticipation of rehabilitation of their residence, the anticipation of sale of their residence, or the lack of affordability due to increases in housing-related payments; See also Liberty Square Memorandum of Understanding <https://www.miamidade.gov/housing/library/guidelines/rfa2015/FaDD/RUDGLLC/Liberty-Square-Resident-Council-MOU-with-RUDG4.pdf> contained a relocation program that needed approval by the County.

⁴⁴ Staples *supra*

⁴⁵ “Developer shall not request bonus densities etc. ... and/or Developer agrees that no units awarded as part of a bonus density will exceed the average market rate rent of the non-set aside units.”

⁴⁶ Some of this language is taken from the draft 2018 City of Miami Planning Department SAP rewrite.

⁴⁷ Median income may not be a sufficient baseline. The data should be hyper-local and derived from displacement and pricing impact studies, etc.

⁴⁸ Staples, *supra*.

⁴⁹ Bayview, *supra*

⁵⁰ Lorenzo, *supra*.

⁵¹ Staples, *supra*.

⁵² Kingsbridge, *supra*

⁵³ <https://www.miamidade.gov/smallbusiness/living-wage-reports.asp>

⁵⁴ Lorenzo, *supra*.

⁵⁵ Kingsbridge, *supra*.

⁵⁶ Kingsbridge *supra*

⁵⁷ Lorenzo, *supra*

⁵⁸ Liberty Square Memorandum of Understanding

<https://www.miamidade.gov/housing/library/guidelines/rfa2015/FaDD/RUDGLLC/Liberty-Square-Resident-Council-MOU-with-RUDG4.pdf>

⁵⁹ “Towards a New System of Community Wealth,” October 27, 2019 Research Report authored by Ross Baird, Bruce Katz, Jihae Lee and Daniel Palmer. The researchers argue that building Community Wealth in distressed communities with concentrated poverty is supported by: growing individual assets in distressed places, growing collective neighborhood-based assets, improving access to private capital, and enhancing inclusion.

⁶⁰ City of Portland Enterprise Zone and Electronic Commerce Policy, drafted by Prosper Portland Economic and Urban Development Agency pursuant to September 13, 2017 Board Resolution.

⁶¹ Kingsbridge *supra*

⁶² Nashville MLS Soccer Community Benefits Agreement

<https://www.forworkingfamilies.org/page/policy-tools-community-benefits-agreements-and-policies-effect>

⁶³ Liberty Square, *supra*

⁶⁴ Amazon HQ2 Memorandum of Understanding

<https://d39w7f4ix9f5s9.cloudfront.net/4d/db/a54a9d6c4312bb171598d0b2134c/new-york-agreement.pdf>

⁶⁵ Kingsbridge *supra*

⁶⁶ Lorenzo, *supra*.

⁶⁷ Hollywood and Vine Mixed Use Development Community Benefits Agreement

<https://www.forworkingfamilies.org/sites/default/files/documents/CBALegacy.pdf>

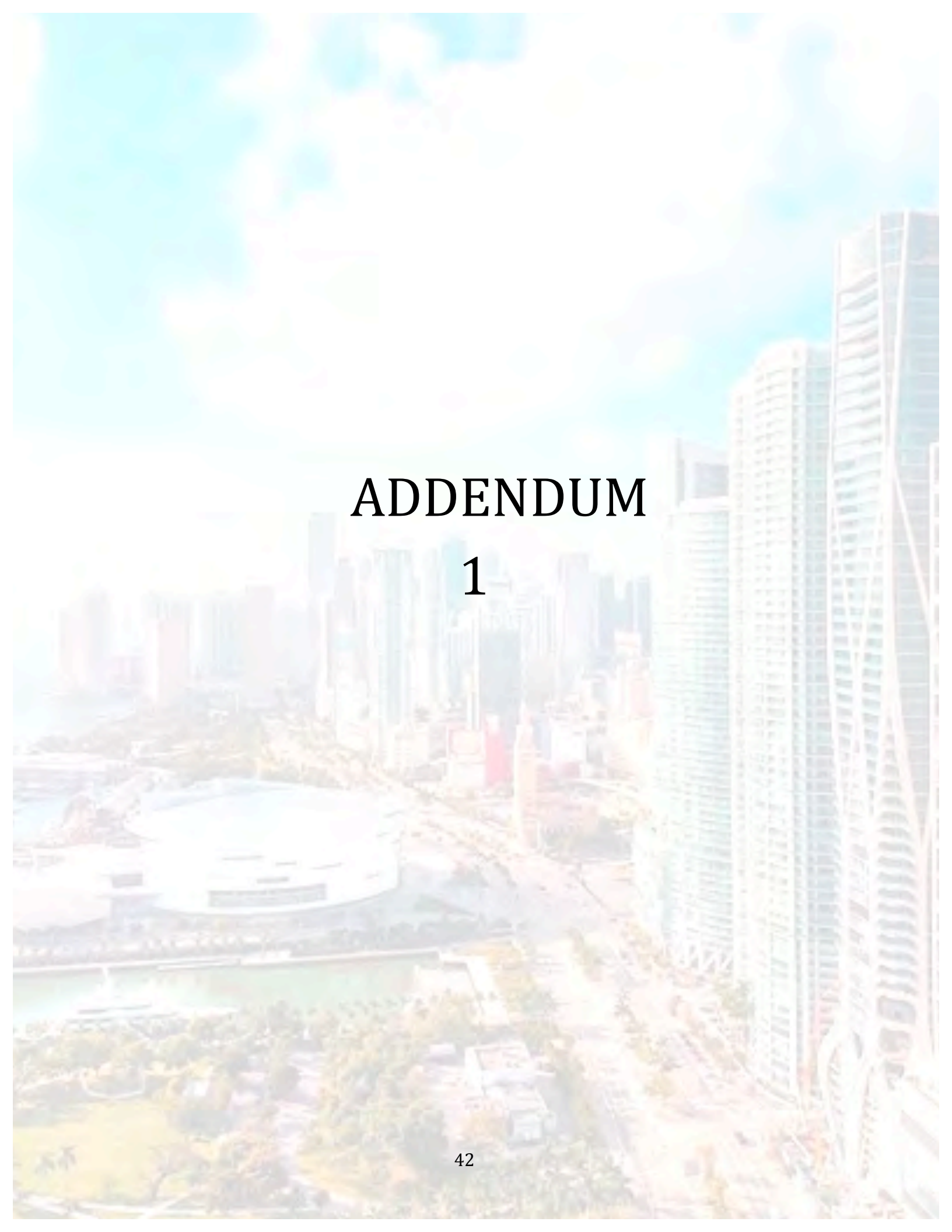
⁶⁸ Hill District CBA

⁶⁹ Staples, *supra*.

⁷⁰ Hill, *supra*.

⁷¹ Hill, *supra*

⁷² Bayview, *supra*

An aerial photograph of a city skyline. In the foreground, a large, white, oval-shaped stadium is visible, surrounded by greenery and a river. The background features a dense cluster of tall, modern skyscrapers under a bright, cloudy sky. The text "ADDENDUM 1" is overlaid in the center of the image.

ADDENDUM 1

Miami-Dade County Demographic Data January 2020

1. The **County AMI** is \$54,900 as of FY2019. **Source:** [PHCD](#).
2. Based on the 2017 ACS, according to FIU's draft County framework:
 - o 48% of **all households** in Miami-Dade County are cost burdened (414,900 households)
 - o 61% of **renter households** in Miami-Dade County are cost burdened (251,700 households)
 - o 34% of **renter households** in Miami-Dade County are **severely** cost burdened (140,000 households).

Source: *FIU Affordable Housing Needs Blueprint*
3. FIU's draft County Framework indicates that single and multi-family housing permit activity has increased significantly from 2013 to 2016, but new multi-family housing starts have slowed since 2015. The largest share of the County's housing inventory is concentrated in the City of Miami (19.7%).

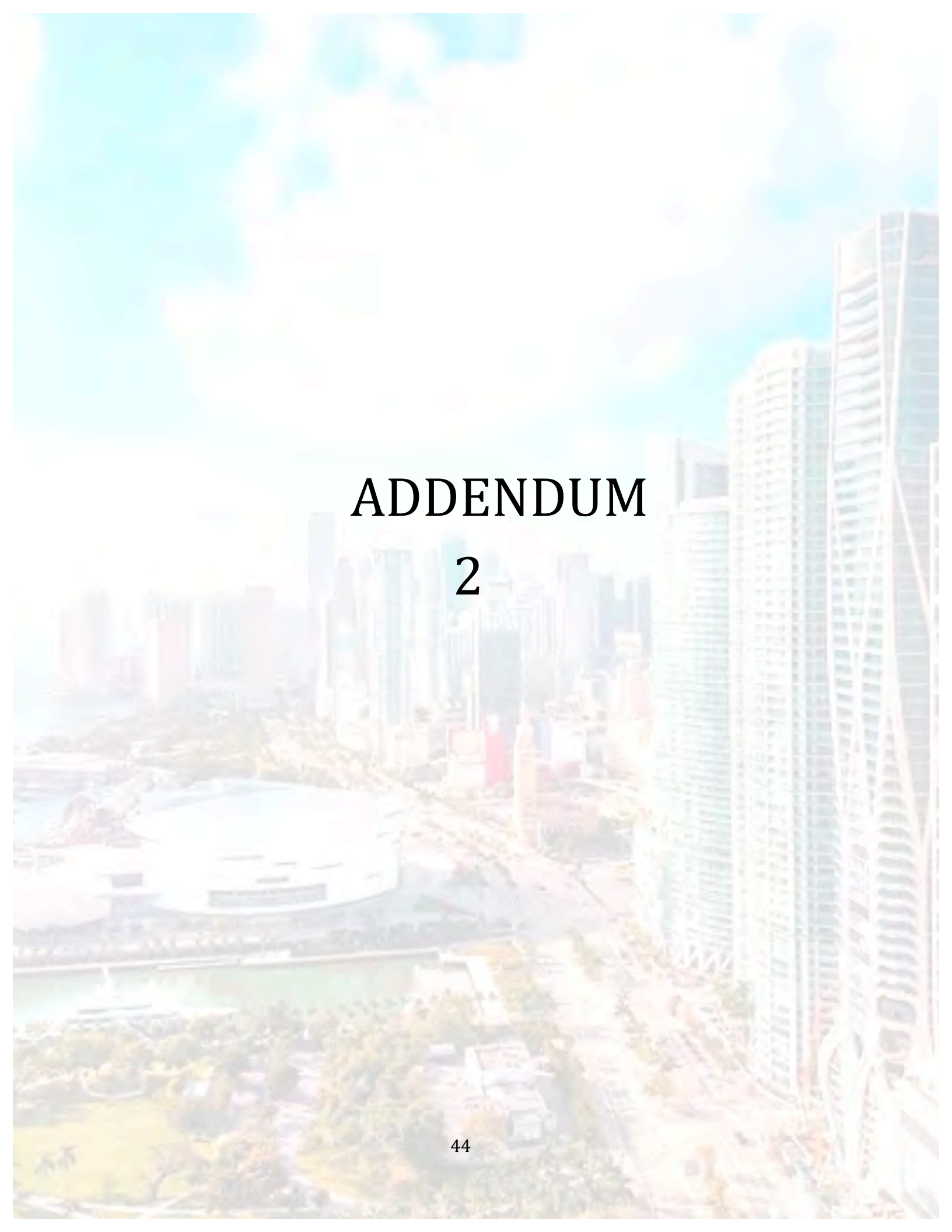
Source: *FIU Affordable Housing Needs Blueprint*
4. In Miami-Dade County, there are roughly 30 developments (1,612 combined assisted units) with some type of subsidy expiring by 2022.

Source: [Shimberg](#)
5. FIU's draft master plan for the City reports that the **City of Miami has lost an average of 1,286 NOAH units each year over the last 5 years** due to rising market price pressure. The plan states: "without intervention, there is no expectation that this situation will change."

Source: [FIU City of Miami Affordable Housing Master Plan](#) (draft) (p.18)
6. In 2019, the County has set-aside \$3 million out of \$22 million to preserve small at-risk NOAH properties and encouraged long-term affordability by providing bonus points to Community Land Trusts. The County is also planning to launch an RFA using state and local funds focused entirely on **preservation of NOAH**. UM CCE provided PHCD with a potential list of NOAH properties to assist them in reaching out to property owners to potentially participate in this new program.

Source: [Surtax/SHIP RFA 2019](#)
7. **City Housing Resilience Plan:** The City's draft Master Plan included recommendations to mandate green energy, resilient, and high-efficiency design. The Master Plan's solutions have not been accepted by the city commission. Prior to the Master Plan, the City of Miami's Housing and Community Development's [first](#) Miami Forever bond affordable housing [RFA](#) featured a Resiliency Checklist for new projects. The criteria ranged from elevated HVAC and shade trees to EV chargers and TOD.

Source: [FIU City of Miami Affordable Housing Master Plan](#) (draft) (p.75)
8. **County Housing Resilience Plan:** The policy recommendations of the County Framework are still in draft and details around its resilience components are currently unknown.

An aerial photograph of a city skyline. In the foreground, a large, white, oval-shaped stadium is visible, surrounded by greenery and a river. The background is filled with numerous tall, modern skyscrapers under a bright, slightly hazy sky. The text "ADDENDUM 2" is centered over the image.

ADDENDUM

2

STUDIES PRIOR TO APPROVAL

A. PRICING IMPACT STUDY

1. Pricing Impact Study. A Pricing Impact Study shall be completed by a qualified organization prior to the Project's approval. The study will identify how the Project will influence a price shifts in rents, services, and potentially the median household income of the area. Based on the study's findings, and after seeking approval from the Coalition, the Developer and the Organization conducting the study shall identify and execute mitigation strategies which may include financial contributions to a trust funds, constructing affordable housing, and relocation assistance for Qualified Residents.
2. Funding. Developer will fund the Pricing Impact Study and any potential mitigation strategies in an amount between [range of amounts, e.g. \$75,000 to \$100,000], unless the Coalition consents to the Developer and/or Developer Successor funding the Pricing Impact Study in an amount less than [lower amount listed above, e.g.\$50,000].
3. Selection of Organization Conducting Pricing Impact Study. The study will be conducted by a qualified organization agreed upon by both the Developer and the Coalition and paid an amount consistent with [section number, e.g. Section _____] above. The Developer and the Coalition may enlist other mutually agreed upon organizations to assist in conducting the study.

B. DISPLACEMENT STUDY

1. Displacement Study. A Displacement Study shall be completed by a qualified organization prior to the Project's approval. The study will examine whether displacement, the involuntary relocation of households because of increasing market values, rents, or changes in the neighborhood's ability to meet basic needs in the case of households, is likely to occur. Based on the study's findings, and after seeking approval from the Coalition, the Developer and the Organization conducting the study shall identify and execute mitigation strategies which may include financial contributions to a trust funds, constructing affordable housing, and relocation assistance for Qualified Residents.
2. Funding. Developer will fund the Displacement Study and any potential mitigation strategies in an amount between [range of amounts, e.g. \$75,000 to \$100,000], unless the Coalition consents to the Developer funding the Displacement Study in an amount less than [lower amount listed above, e.g.\$50,000].
3. Selection of Organization Conducting Displacement Study. The study will be conducted by a qualified organization agreed upon by both the Developer and the Coalition and paid an amount consistent with [section number, e.g. Section _____]

STUDIES PRIOR TO APPROVAL

above. The Developer and the Coalition may enlist other mutually agreed upon organizations to assist in conducting the study.

C. CULTURAL AND PRESERVATION STUDY

1. Cultural and Preservation Study. A Cultural and Preservation Study shall be completed by a qualified organization prior to the Project's approval. The study will examine the Project's potential impacts to historic structures (whether designated historic or not), streetscapes, and landmarks (cultural, architectural, or environmental). Based on the study's findings, and after seeking approval from the Coalition, the Developer and the Organization conducting the study shall identify and execute mitigation strategies which may include financial contributions to a trust funds historic designations and preservation of culture, community history, and significant architectural (landmarks, buildings, etc) and environmental (tree canopy, green space, etc) structures.
2. Funding. Developer will fund the Cultural and Preservation Study and any potential mitigation strategies in an amount between [range of amounts, e.g. \$75,000 to \$100,000], unless the Coalition consents to the Developer funding the Cultural and Preservation Study in an amount less than [lower amount listed above, e.g.\$50,000].
3. Selection of Organization Conducting Cultural and Preservation Study. The study will be conducted by a qualified organization agreed upon by both the Developer and the Coalition and paid an amount consistent with [section number, e.g. Section _____] above. The Developer and the Coalition may enlist other mutually agreed upon organizations to assist in conducting the study.

D. PARKS AND OPEN SPACE NEEDS ASSESSMENT

1. Needs Assessment. The Developer and/or Developer Successor will fund an assessment of the need for parks, open space, and recreational facilities in the area bounded by the following streets: [street names and boundary delineations, e.g. Beverly Boulevard and the 101 freeway (north boundary)].
2. Funding. Developer and/or Developer Successor will fund the Needs Assessment in an amount between [range of amounts, e.g. \$50,000 and \$75,000], unless the Coalition consents to the Developer and/or Developer Successor funding the Needs Assessment in an amount less than [lower amount listed above, e.g.\$50,000].
3. Selection of Organization Conducting Needs Assessment. The Needs Assessment will be conducted by a qualified organization agreed upon by both the Developer and/or Developer Successor, and the Coalition and paid an amount consistent with [section number, e.g. Section VIII.A.2], above. The Developer and/or Developer

STUDIES PRIOR TO APPROVAL

Successor, and the Coalition may enlist other mutually agreed upon organizations to assist in conducting the Needs Assessment.

An aerial photograph of a city skyline. In the foreground, a large, white, oval-shaped stadium is visible, surrounded by greenery and a river. The background is filled with numerous tall, modern skyscrapers under a bright, slightly hazy sky. The text "ADDENDUM" is centered over the middle of the image.

ADDENDUM

3

Attachment 1

FIRST SOURCE HIRING POLICY

SECTION I. PURPOSE.

The purpose of this First Source Hiring Policy is to facilitate the employment of targeted job applicants by employers in the Los Angeles Sports and Entertainment District. It is a goal of this First Source Hiring Policy that the First Source Referral System contemplated herein will benefit employers in the project by providing a pool of qualified job applicants whose job training has been specifically tailored to the needs of employers in the project through a non-exclusive referral system.

SECTION II. DEFINITIONS.

As used in this policy, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“City” shall mean the City of Los Angeles and any of its departments and/or agencies.

“Developer” shall mean the L.A. Arena Land Company and Flower Holdings, LLC. and their Transferees.

“Project” shall mean the Los Angeles Sports and Entertainment District.

“Employer” shall mean a business or nonprofit corporation that conducts any portion of its operations within the Project; provided, however, this First Source Hiring Policy shall only apply to any such portion of operations within the Project.. Employer includes but is not limited to lessees, landowners, and businesses performing contracts on location at the Project. All “Employers” are “Covered Entities,” as defined above.

“First Source Referral System” shall mean the system developed and operated to implement this First Source Hiring Policy, and the nonprofit organization operating it.

“Low-Income Individual” shall mean an individual whose household income is no greater than 80% of the median income for the Standard Metropolitan Statistical Area.

“Targeted Job Applicants” shall mean job applicants described in Section IV.D, below.

“Transferee” shall mean a person or entity that acquires a fee simple interest or a ground lease from the Developer for the purpose of developing all or any portion of the Proposed Development.

SECTION III. EMPLOYER RESPONSIBILITIES

A. Coverage. This First Source Hiring Policy shall apply to hiring by Employers for all jobs for which the work site is located within the Project, except for jobs for which hiring procedures are governed by a collective bargaining agreement which conflicts with this First Source Hiring Policy.

B. Long-Range Planning. Within a reasonable time after the information is available following execution by of a lease by Developer and Employer for space within the Project, the Employer shall provide to the First Source Referral System regarding the approximate number and type of jobs that will need to be filled and the basic qualifications necessary.

C. Hiring process.

(1) Notification of job opportunities. Prior to hiring for any job for which the job site will be in the Project, the Employer will notify the First Source Referral System of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g. language skills, drivers' license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties, in the reasonable discretion of the Employer.

(2) Referrals. The First Source Referral System will, as quickly as possible, refer to the Employer Targeted Job Applicants who meet the Employer's qualifications. The First Source Referral System will also, as quickly as possible, provide to the Employer an estimate of the number of qualified applicants it will refer.

(3) Hiring. The Employer may at all times consider applicants referred or recruited through any source. When making initial hires for the commencement of the Employer's operations in the Project, the Employer will hire only Targeted Job Applicants for a three-week period following the notification of job opportunities described in subparagraph III.C.1, above. When making hires after the commencement of operations in the Project, the Employer will hire only Targeted Job Applicants for a five-day period following the notification of job opportunities. During such periods Employers may hire Targeted Job Applicants recruited or referred through any source. During such periods Employers will use normal hiring practices, including interviews, to consider all applicants referred by the First Source Referral System. After such periods Employers shall make good-faith efforts to hire Targeted Job Applicants, but may hire any applicant recruited or referred through any source.

E. Goal. Any Employer who has filled more than 50% of jobs available either during a particular six-month period with Targeted Job Applicants (whether referred by the First Source Referral System or not), shall be deemed to be in compliance with this First Source Hiring Policy for all hiring during that six-month period. Any Employer who has complied with remaining provisions of this First Source Hiring Policy is in compliance with this First Source Hiring Policy even it has not met this 50% goal during a particular six-month period.

F. No Referral Fees. Employers shall not be required to pay any fee, cost or expense of the First Source Referral System or any potential employees referred to the Employer by the First Source Referral System in connection with such referral.

SECTION IV. RESPONSIBILITIES OF FIRST SOURCE REFERRAL SYSTEM.

The First Source Referral System will perform the following functions related to this First Source Hiring Policy:

A. Receive Employer notification of job openings, immediately initiate recruitment and pre-screening activities, and provide an estimate to Employers of the number of qualified applicants it is likely to refer, as described above.

B. Recruit Targeted Job Applicants to create a pool of applicants for jobs who match Employer job specifications.

C. Coordinate with various job-training centers.

D. Screen and refer Targeted Job Applicants according to qualifications and specific selection criteria submitted by Employers. Targeted Job Applicants shall be referred in the following order:

(1) First Priority: individuals whose residence or place of employment has been displaced by the STAPLES Center project or by the initial construction of the project and Low-Income Individuals living within a one-half-mile radius of the Project.

(2) Second Priority: Low-Income Individuals living within a three-mile radius of the Project.

(3) Third Priority: Low-Income Individuals living in census tracts or zip codes throughout the City for which more than 80% of the households, household income is no greater than 80% of the median household income for the Standard Metropolitan Statistical Area.

E. Maintain contact with Employers with respect to Employers' hiring decisions regarding applicants referred by the First Source Referral System.

F. Assist Employers with reporting responsibilities as set forth in Section V of this First Source Hiring Policy, below, including but not limited to supplying reporting forms and recognizing Targeted Job Applicants.

G. Prepare and submit compliance reports to the City as set forth in Section V of this First Source Hiring Policy, below.

SECTION V. REPORTING REQUIREMENTS.

A. Reporting Requirements and Recordkeeping.

(1) Reports. During the time that this First Source Hiring Policy is applicable to any Employer, that Employer shall, on a quarterly basis, notify the First Source Referral System of the number, by job classification, of Targeted Job Applicants hired by the Employer during that quarter and the total number of employees hired by the Employer during that quarter. The First Source Referral System shall submit annual aggregate reports for all Employers to the City, with a copy to the Coalition, detailing the employment of Targeted Job Applicants in the Project.

(2) Recordkeeping. During the time that this First Source Hiring Policy is applicable to any Employer, that Employer shall retain records sufficient to report compliance with this First Source Hiring Policy, including records of referrals from the First Source Referral System, job applications, and number of Targeted Job Applicants hired. To the extent allowed by law, and upon reasonable notice, these records shall be made available to the City for inspection upon request. Records may be redacted so that individuals are not identified by name and so that other confidential information is excluded.

(3) Failure to Meet Goal. In the event an Employer has not met the 50% goal during a particular six-month period, the City may require the Employer to provide reasons it has not met the goal and the City may determine whether the Employer has nonetheless adhered to this Policy.

SECTION VI. GENERAL PROVISIONS.

A. Term. This First Source Hiring Policy shall be effective with regard to any particular Employer until five years from the date that Employer commenced operations within the Project.

B. Meet & Confer, Enforcement. If the Coalition, the First Source Referral System, or the City believes that an Employer is not complying with this First Source Hiring Policy, then the Coalition, the First Source Referral System, the City, and the Employer shall meet and confer in a good faith attempt to resolve the issue. If the issue is not resolved through the meet and confer process within a reasonable period of time, the City may enforce the First Source Hiring Policy against the Developer as a term of any agreement between the City and the Developer into which the First Source Hiring Policy has been incorporated.

B. Miscellaneous.

(1) Compliance with State and Federal Law. This First Source Hiring Policy shall only be enforced to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this First Source Hiring Policy is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this First Source Hiring Policy, and the conflicting provisions of this First Source Hiring Policy shall not be enforceable.

(2) Indemnification. The First Source Referral System shall, jointly and severally, indemnify, hold harmless and defend the Developer and any Employer, and their officers, directors, partners, agents, employees and funding sources, if required by any such funding source (the "Indemnified Parties") from and against all fines, suits, liabilities, proceedings, claims, costs, damages, losses and expenses, including, but not limited, to attorney's fees and court costs, demands, actions, or causes of action, of any kind and of whatsoever nature, whether in contract or in tort, arising from, growing out of, or in any way related to the breach by the First Source Referral System or their affiliates, officers, directors, partners, agents, employees, subcontractors (the "First Source Parties") of the terms and provisions of this First Source Hiring Policy or the negligence, fraud or willful misconduct of First Source Parties. The indemnification obligations of the First Source Parties shall survive the termination or expiration of this First Source Hiring Policy, with respect to any claims arising as the result of events occurring during the effective term of this First Source Hiring Policy .

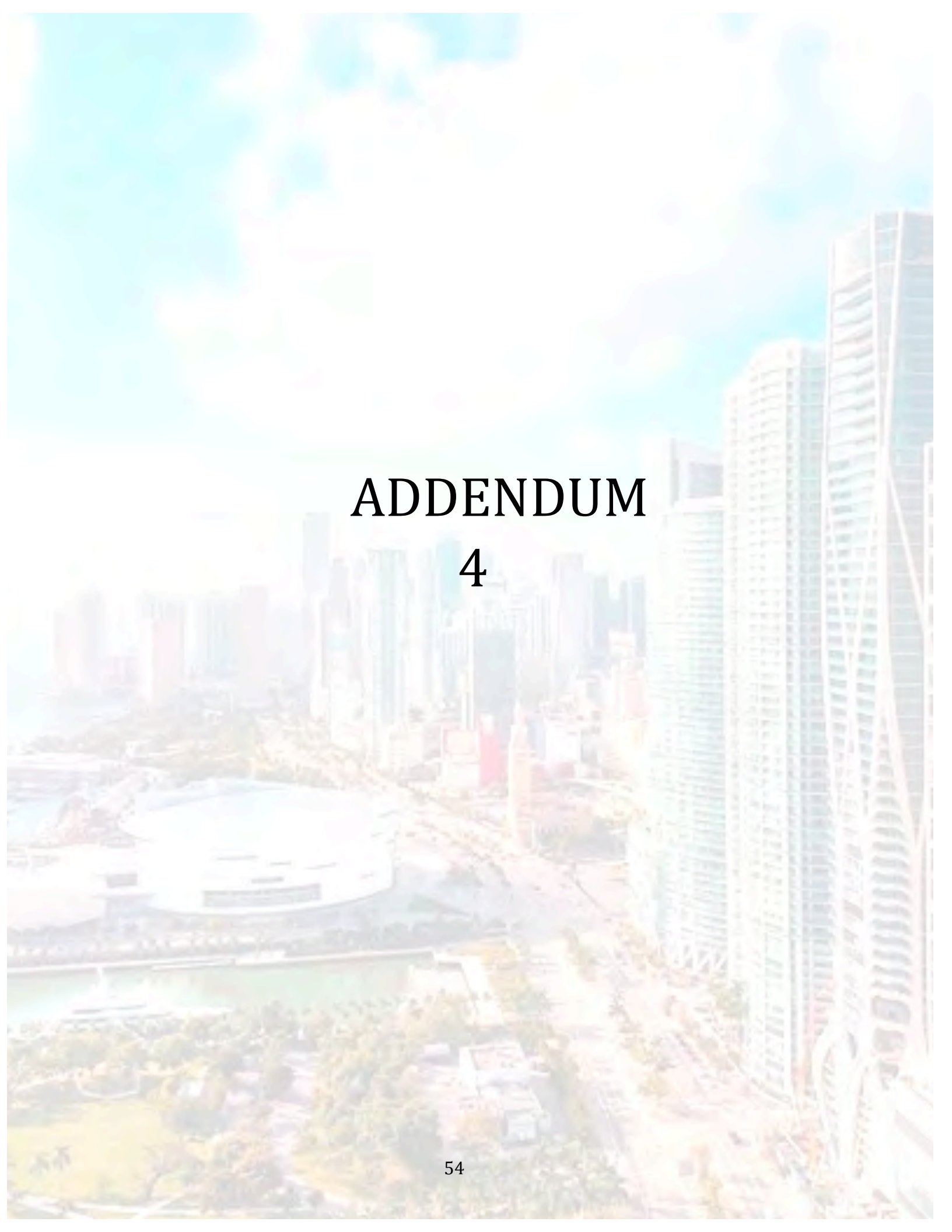
(3) Compliance with Court Order. Notwithstanding the provisions of this Policy, the Developer, Employers, Contractors, or Subcontractors shall be deemed to be in compliance with this First Source Hiring Policy if subject to by a court or administrative order or decree, arising from a labor relations dispute, which governs the hiring of workers and contains provisions which conflict with terms of this Policy.

(4) Severability Clause. If any term, provision, covenant, or condition of this First Source Hiring Policy is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

(5) Binding on Successors. This First Source Hiring Policy shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the parties. Any reference in this Policy to a specifically named party shall be deemed to apply to any successor in interest, heir, administrator, executor, or assign of such party.

(6) Material Terms. The provisions of this First Source Hiring Policy are material terms of any deed, lease, or contract in which it is included.

(7) Coverage. All entities entering into a deed, lease, or contract relating to the rental, sale, lease, use, maintenance, or operation of the Project or part thereof shall be covered by the First Source Hiring Policy, through the incorporation of this First Source Hiring Policy into the deed, lease, or contract. Substantive provisions set forth in Section III. "Employer Responsibilities," apply only to jobs for which the work site is located within the Project.

An aerial photograph of a city skyline, likely Singapore, featuring a large stadium (Singapore Sports Hub) and a river (Singapore River) in the foreground, with numerous skyscrapers in the background under a blue sky with clouds.

ADDENDUM

4

Equitable Development Leader - Portland, Oregon

CITY OF PORTLAND ENTERPRISE ZONE AND ELECTRONIC COMMERCE POLICY

Article Excerpt from:

Reed, Andy "*Evolving tax incentives: A shared value approach to economic development in Portland.*" Brookings Institution - The Avenue, May 29, 2018 www.brookings.edu

Prosper Portland [the City of Portland's economic development agency] has turned its traditional economic development tax incentive program, the Portland Enterprise Zone (E-Zone), into an innovative, nation-leading model which aims to identify shared value between business, community, and the public sector.

As of 2017, the city of Portland requires companies that receive tax incentives through the [Portland Enterprise Zone] E-Zone program to engage with public benefits agreements. Prosper Portland defines a public benefit agreement as a legally binding agreement between a governmental organization and a business with the goal of creating shared value and partnership, where the competitiveness of a company and the prosperity of the public we serve are interdependent.

Under this framework, participating companies must fulfill certain requirements—wage levels, career ladder development, local purchasing, and equitable contracting—and then must choose from a menu to provide additional benefits related to jobs, partnerships, neighborhoods, prosperity, and equity. Companies are held accountable for their commitments with obligatory annual tracking and reporting. This is an evolving program, driven by the community, and those same partners who built the menu are now actively working to implement new partnerships between business, community, education, and government.

Andy Reed
Project Director
Prosper Portland

City of Portland Enterprise Zone and Electronic Commerce Policy, Prosper Portland Public Benefit Agreement Options
Menu of Options—Public Benefit Agreements (January 2018)

Required for All E-Zone Companies by City of Portland Policy	
Requirement	Details
Wages and/or total compensation	<input checked="" type="checkbox"/> One hundred percent (100%) of basic wages must exceed \$15.00 an hour after one year of employment, or combined total compensation (wages and benefits) must exceed a combined \$20.00 an hour
Career Ladders	<input checked="" type="checkbox"/> Demonstrate a good faith effort to create career ladder opportunities for employees
Local Procurement	<input checked="" type="checkbox"/> Demonstrate a good faith efforts to increase the amount of goods and services purchased from businesses located within Portland and specifically from businesses owned by people of color and businesses in priority neighborhoods
Community Contributions	<input checked="" type="checkbox"/> Pay 15% of actual tax savings into the Workforce Training and Business Development Fund (“WTBDF”) to support workforce development and small business development initiatives
Employee Support Fund	<input type="checkbox"/> On projects realizing more than \$1M in tax savings over 5 years, allocate an additional 5% of actual tax savings to support employees with transit or childcare needs. If no programs are identified for employees, pay 5% to the WTBDF
Equity Policy	<input type="checkbox"/> Comply with the Prosper Portland Equity Policy regarding minority construction opportunities

Additional Public benefits are negotiated on a project-to-project basis with the focus on creating an equitable economy. Activities will focus on five areas: Jobs, Partnerships, Neighborhood, Prosperity, and Equity. To receive tax abatement the company shall make commitments for a five year period of time (to cover the length of the tax abatement). Commitments shall occur as follows based on estimated tax savings over five years:

Jobs, Partnerships, Neighborhood and Prosperity:

- If tax savings are estimated to be greater than \$500,000 or if the company has national and/or international locations: select at least one (1) activity from each of the four (4) categories and select no fewer than six (6) total;
- If tax savings are estimated to be between \$50,000 and \$500,000: select at least four (4) activities regardless of category; or
- If tax savings are estimated to be less than \$50,000: select at least two (2) activities regardless of category.

Equity:

- Additionally, all companies regardless of tax savings amounts shall select at least one (1) activity from the Equity category.

Additional Public Benefits as Negotiated	
Jobs	
Activity*	Details
Create a diversity hiring plan	<input type="checkbox"/> Hire future workforce at or greater than the demographic makeup of community of color residents in the City of Portland
	<input type="checkbox"/> Recruit employees with the support of non-profits that work in communities of color
Increase pay for employees	<input type="checkbox"/> Join initiatives to create more efficient training programs with a company
	<input type="checkbox"/> Use performance based increases in pay based on new skills attained by employees
Training for employees	<input type="checkbox"/> Hire new employees through on-the-job training programs

Partnerships	
Activity	Details
Engage with schools	Work with low income schools to: <input type="checkbox"/> Provide guest speakers, mock interviews, career fairs, career days, job shadows <input type="checkbox"/> Provide mentorships, internships, youth employment opportunities to students from historically marginalized populations <input type="checkbox"/> Join school business advisory committees
Engage with higher education	Work with higher education to: <input type="checkbox"/> Provide guest speakers, mock interviews, career fairs, career days, job shadows <input type="checkbox"/> Provide employment opportunities to students from historically marginalized populations <input type="checkbox"/> Participate in internship programs in order to diversify hiring of interns
Participate in industry initiatives	<input type="checkbox"/> Join peer-to-peer events, small business mentorship, and other initiatives to grow industry clusters and make them more accessible to women and people of color owned businesses
Partner with community	<input type="checkbox"/> Participate in or sponsor events in partnership with groups that represent women or communities of color

Neighborhoods	
Activity	Details
Events to support entrepreneurship and jobs	<input type="checkbox"/> Participate in or sponsor events in partnership with groups that represent communities of color
Sponsorships or donations	<input type="checkbox"/> Support non-profits via donations and employee engagement in events
Community engagement	<input type="checkbox"/> Meet with Portland's Neighborhood Prosperity Initiative managers to learn about ways to engage in the communities adjacent to the company and/or hold open houses for community members to learn about the company
Infrastructure	<input type="checkbox"/> Help fund public spaces such as parks and sidewalks in low income communities

Prosperity	
Activity	Details
Support Entrepreneurship efforts to grow small business	<input type="checkbox"/> Provide no-cost work space to small businesses and/or provide capped or affordable tenant space
	<input type="checkbox"/> Provide pro bono services to non-profits that provide technical assistance to small businesses
	<input type="checkbox"/> Create incubator opportunities and provide consultation from key company leaders as needed with specialties ranging from Marketing, HR, Training & Hiring, Supply Chain, Food Safety, R&D, Finance & Accounting

Equity	
Activity	Details
Equity Actions	<input type="checkbox"/> Participate in annual train-the-trainer sessions and take applied learnings back to the organization where 90% of employees will participate in internal trainings/forums/ etc. **
	<input type="checkbox"/> Provide baseline cultural awareness training where a minimum of 75% of employees (or 50, whichever is smaller) attend and complete post-session anonymous survey (surveys to be provided to Prosper Portland)

*Our guidelines shall allow for flexibility in the PBA Menu to add new items or revise based on community, company, and partner feedback on a case-by-case basis.

**If company selects this activity, Prosper Portland will cover the cost for the initial train-the-trainer workshops.

2020 CORPORATE SOCIAL RESPONSIBILITY FOUNDATION EQUITABLE DEVELOPMENT INITIATIVE

A Model Miami / South Florida Community Benefits Agreement: A Resource Guide

May 20, 2020



The Corporate Social Responsibility Foundation
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