



## District of Columbia Housing Authority

1133 North Capitol Street, NE Washington, DC 20002-7599

(202) 535-1000

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**Tyrone Garrett, Executive Director**

January 15, 2021

The Honorable Phil Mendelson  
Chairman  
Council of the District of Columbia  
1350 Pennsylvania Avenue NW, Suite 504  
Washington, DC 20004-3003

Dear Chairman Mendelson:

Pursuant to D.C. Official Code § 2-352.02, I have enclosed, for consideration by the Council of the District of Columbia, the Council Contract Summary for the Agreement to Enter into a Long Term Subsidy Contract ("ALTSC") between the District of Columbia Housing Authority ("DCHA") and Abrams Hall North, LP (the "Owner") and the resolution cited as "Local Rent Supplement Program Contract No. 2019-LRSP-07A Approval Resolution of 2021" to approve the ALTSC. DCHA proposes to provide a housing subsidy to the Owner in the amount of \$388,800 annually for a multi-year term of fifteen (15) years, in support of the District's Local Rent Supplement Program ("LRSP") to provide affordable housing units at Abrams Hall Senior Assisted Living located at 1320 Main Drive, NW.

As always, I am available to discuss any questions you may have regarding the proposed LTSC. In order to facilitate a response to any questions concerning this ALTSC, please have your staff contact me at (202) 535-1513.

I look forward to your favorable consideration of this proposed ALTSC agreement.

Sincerely,



Tyrone Garrett  
Executive Director, District of Columbia Housing Authority

Enclosures

TG/hg

cc: Nyasha Smith, Secretary to the Council

Chairman Phil Mendelson  
at the request of District of  
Columbia Housing Authority

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve an agreement to enter into a long-term subsidy contract for 15 years in support of the District’s Local Rent Supplement Program to fund housing costs associated with affordable housing – assisted living units for Contract No. 2019-LRSP-07A with Abrams Hall North, LP for program units at Abrams Hall Senior Assisted Living, located at 1320 Main Drive, NW.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the “Local Rent Supplement Program Contract No. 2019-LRSP-07A Approval Resolution of 2021”.

Sec. 2. (a) In 2007, the District passed Title II of the Fiscal Year 2007 Budget Support Act of 2006 (“BSA”) to provide funding for affordable housing for extremely low-income households in the District. The passage of the BSA created the Local Rent Supplement Program (“LRSP”), a program designed to provide affordable housing and supportive services to extremely low-income District residents, including those who are homeless or in need of supportive services, such as elderly individuals or those with disabilities, through project-based, tenant-based, and sponsored-based LRSP affordable housing units. The BSA provided for the District of Columbia Housing Authority (“DCHA”) to administer the LRSP on behalf of the District.

1 (b) In 2018, the DCHA participated in a request for proposals issued by the District of  
2 Columbia Department of Housing and Community Development. Of the 34 total proposals  
3 received, 11 developers were chosen to work with DCHA and other District agencies to develop  
4 affordable housing and permanent supportive housing units for extremely low-income families  
5 making zero to 30% of the area’s median income, as well as the chronically homeless and  
6 individuals with mental or physical disabilities. Upon approval of the contract by the Council,  
7 DCHA will enter into an agreement to enter into a long-term subsidy contract (“ALTSC”) with  
8 the selected housing providers under the LRSP for housing services.

9 (c) There exists an immediate need to approve the long term subsidy contract with  
10 Abrams Hall North, LP under the LRSP in order to provide long-term affordable housing units  
11 for extremely low-income households for assisted living units located at 1320 Main Street, NW.

12 (d) The legislation to approve the contract will authorize an ALTSC between the District  
13 of Columbia Housing Authority and Abrams Hall North, LP with respect to the payment of a  
14 rental subsidy and allows the owner to lease the rehabilitated units at Abrams Hall Senior  
15 Assisted Living and house extremely low-income households with incomes at 30% or less of the  
16 area median income.

17 Sec. 3. Pursuant to section 451 of the District of Columbia Home Rule Act, approved  
18 December 24, 1973 (87 Stat. 803; D.C. Official Code § 1-204.51), and section 202 of the  
19 Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C.  
20 Official Code § 2-352.02), the Council approves the ALTSC with Abrams Hall North, LP to  
21 provide an operating subsidy in support of fifty four (54) assisted living units in an initial  
22 annual amount not to exceed \$388,800.00.

1           Sec. 4. Transmittal.

2           The Council shall transmit a copy of this resolution, upon its adoption, to the District of  
3 Columbia Housing Authority and the Mayor.

4

5           Sec. 5. Fiscal impact statement.

6           The Council adopts the fiscal impact statement of the Chief Financial Officer as the  
7 fiscal impact statement required by section 4a of the General Legislative Procedures Act of 1975,  
8 approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

9

10          Sec. 6. Effective date.

11          This resolution shall take effect immediately.

Date: January 15, 2021

Pursuant to section 202(c) of the Procurement Practice Reform Act of 2010, as amended, D.C. Official Code § 2-532.02(c), the following contract summary is provided:

**COUNCIL CONTRACT SUMMARY**

- (A) **Contract Number:** 2019-LRSP-07A  
**Proposed Contractor:** Abrams Hall North, LP (the “Owner”)  
**Contract Amount (Base Period):** \$388,800 Annually  
**Unit and Method of Compensation:** Housing Assistance Payments, paid monthly  
**Term of Contract:** 15 Years  
**Type of Contract:** Agreement to Enter into a Long-Term Subsidy  
**Source Selection Method:** See “D” below

- (B) **For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**

This is a multi-year contract.

- (C) **The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:**

Pursuant to D.C. Official Code § 2-352.02, I have enclosed, for consideration by the Council of the District of Columbia, the Council Contract Summary for the Agreement to Enter into a Long Term Subsidy Contract (“ALTSC”) between the District of Columbia Housing Authority (“DCHA”) and Abrams Hall North, LP (the “Owner”). DCHA proposes to provide a housing subsidy to the Owner in the initial amount of \$388,800 annually for a multi-year term of fifteen (15) years, in support of the District’s Local Rent Supplement Program (“LRSP”) to provide affordable housing – assisted living units at Abrams Hall Senior Assisted Living located at 1320 Main Street, NW.

- (D) **The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:**

In April 2018, the District of Columbia’s Department of Housing and Community Development (“DHCD”) issued a Request for Proposals (“RFP”) regarding the availability of funds from multiple district agencies, including DCHA, DHCD, the Department of Behavioral Health, the Department of Human Services, and the District of Columbia Housing Finance Agency. Of the total proposals received, (11) developers were chosen to work with DCHA and others to develop affordable housing and permanent supportive housing units for extremely low income families making zero to thirty percent of the area’s median income, as well as the chronically homeless and individuals with mental or physical disabilities throughout Washington, DC.

After meeting the requirements for DHCD review and LRSP subsidy eligibility, proposals were evaluated on various underwriting and prioritization criteria including financial feasibility, project sustainability, development team capacity, amount of capital requested, nonprofit participation,

and furtherance of the development of affordable housing. Additionally, DCHA has determined that the proposed project meets the District of Columbia's Consolidated Plan and the Mayor's goal for providing affordable housing opportunities in neighborhoods.

- (E) **A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**

None.

- (F) **The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:**

The Abrams Hall Assisted Living renovation plan has been thoughtfully designed by an expert senior living architect – Grimm + Parker – under the guidance of Grand Senior Living, Seabury, Housing Up and Urban Atlantic. The units themselves are highly efficient, offering private bathrooms, ample closet space, and kitchenettes with sinks and refrigerators (stoves are not considered safe in ALRs). The plan takes advantage of Abrams Hall's location at the center of The Parks with resident lounges on every floor overlooking the jewel of the campus: the historic Great Lawn. Case management is provided in a suite of assisted living management offices. Dining services are provided in a dining room with a commercial kitchen. A nurse's office is also provided, along with a gracious seniors' activity room. Abrams Hall Assisted Living residents will further enjoy the vast array of new amenities – from retail to arts to recreation to outdoor space – offered by The Parks at Walter Reed. Access to such amenities is yet another priority identified in OA's strategic plan.

Property management for Abrams Hall Assisted Living will be provided by the manager of Building 14M – Atlantic Coast Management – in the management offices constructed within Building 14M. The offices will be located at a front entry shared by 14M and Abrams Hall Assisted Living ("14N").

- (G) **A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* ("Act"), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**

Not applicable.

- (H) **Performance standards and the expected outcome of the proposed amount:**

The housing subsidy shall be used solely to support housing costs associated with the affordable housing units at Abrams Hall Senior Assisted Living, located at 1320 Main Street, NW in support of the District's Local Rent Supplement Program (LRSP). The project is consistent with the District's goal of increasing affordable housing, especially among low-to-moderate income residents and preserving existing affordable housing opportunities in the District. Additionally, the Owner is required to fulfill all conditions as set forth in the ALTSC Agreement within the

agreed upon time frames. Failure to fulfill the terms of the ALTSC Agreement will constitute default.

- (I) The amount and date of any expenditure of fund by the District pursuant to the contract prior to its submission to the Council for approval:**

None.

- (J) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**

CFO Certifications are attached.

- (K) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**

Pending Litigation Certification and Legal Sufficiency Memo are attached.

- (L) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the citywide clean hands Database indicates that the proposed contractor is not current with District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):**

Clean Hands certification is attached

- (M) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:**

Federal Tax Certification is attached.

- (N) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended; D.C. Official Code 2-218.01 *et seq.*:**

Abrams Hall North, LP is not certified as a local, small, or disadvantaged business enterprise.

- (O) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**

Not applicable.

- (P) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government:**

Included in the legal sufficiency memo, attached.

- (Q) Any determination and findings issue relating to the contract's formation, including any determination and findings under D.C. Official Code § 2-352.05 (privatization contracts):**

None.

- (R) Where the contract, any amendments or modifications, if executed, will be made available online:**

The contract will be made available on the DCHA website.

- (S) Where the original solicitation, and any amendment or modifications, will be made available online:**

Original solicitation was published 7/31/18 and extended through 9/28/18. See link: [Notice for DC Register – DC DHCD Summer 2018 RFP](#). Please update this





Date of Notice: August 21, 2020

Notice Number: L0004321229

ABRAMS HALL NORTH LP  
7735 OLD GEORGETOWN RD STE 600  
BETHESDA MD 20814-6233

FEIN: \*\*-\*\*\*1806  
Case ID: 539721

### **CERTIFICATE OF CLEAN HANDS**

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES  
CHAPTER 28 GENERAL LICENSE  
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT  
D.C. CODE § 47-2862 (2006)  
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Marc Aronin  
Chief, Collection Division

To validate this certificate, please visit [MyTax.DC.gov](http://MyTax.DC.gov). On the MyTax homepage, click “Clean Hands” and then the “Validate a Certificate of Clean Hands” hyperlink.

## CERTIFICATIONS

I hereby certify that the proposed Agreement to Enter into a Long Term Subsidy Contract ("ALTSC") between District of Columbia Housing Authority ("DCHA") and Abrams Hall Senior Assisted Living LP to provide annual subsidy for Fifty Four (54) affordable housing units, for a term of fifteen (15) years, in the initial annual amount of Three Hundred Eighty Eight Thousand Eight Hundred and Zero Cents (\$388,800.00) to be financed from DCHA's allocation of Local Rent Subsidy funds, is in compliance with the applicable Federal and District of Columbia (the "District") Regulations and the DCHA's policies and procedures.

\_\_\_\_\_  
Tyrone Garrett  
Executive Director, DCHA

1.15.21  
\_\_\_\_\_  
Date

I have reviewed this proposed ALTSC action and have determined that upon the District's release of the Local Rent Subsidy funds and the satisfaction of all requirements of the LTSC, DCHA will make available of Three Hundred Eighty Eight Thousand Eight Hundred and Zero Cents (\$388,800.00) in initial annual subsidy. This action is within DCHA's apportionment and budget authority, and is within the District's Financial Plan and Budget for FY20, and such funds are available for administration by DCHA to support the action.

*Linda Brydie*  
\_\_\_\_\_  
Linda Brydie  
Development Finance Manager, DCHA

1/15/21  
\_\_\_\_\_  
Date



## District of Columbia Housing Authority

1133 North Capitol Street, NE Washington, DC 20002-7599

(202) 535-1000

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**Tyrone Garrett, Executive Director**

### **MEMORANDUM**

**TO: Tyrone Garrett  
Executive Director**

**Carolyn Punter  
Sr. Vice President, Housing Choice Voucher Program**

**FROM: Andrea Powell  
Supervisory Counsel- Real Estate and Business**

**DATE: January 15, 2021**

**SUBJECT: Local Rent Supplement Program – Agreement to Enter into a Long Term  
Subsidy Contract between the District of Columbia Housing Authority and  
Abrams Hall North, LP**

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This memorandum responds to a request that the Office of the General Counsel review the proposed Agreement to Enter into a Long Term Subsidy Contract (“ALTSC”) between the District of Columbia Housing Authority (“DCHA”) and Abrams Hall North, LP (the “Owner”) for legal sufficiency:

#### **Project:**

The Abrams Hall Assisted Living renovation plan has been thoughtfully designed by an expert senior living architect – Grimm + Parker – under the guidance of Grand Senior Living, Seabury, Housing Up and Urban Atlantic. The units themselves are highly efficient, offering private bathrooms, ample closet space, and kitchenettes with sinks and refrigerators (stoves are not considered safe in ALRs). The plan takes advantage of Abrams Hall’s location at the center of The Parks with resident lounges on every floor overlooking the jewel of the campus: the historic Great Lawn. Case management is provided in a suite of assisted living management offices. Dining services are provided in a dining room with a commercial kitchen. A nurse’s office is also provided, along with a gracious seniors’ activity room. Abrams Hall Assisted Living residents will further enjoy the vast array of new amenities – from retail to arts to recreation to outdoor space – offered by The Parks at Walter Reed. Access to such amenities is yet another priority identified in OA’s strategic plan.

Property management for Abrams Hall Assisted Living will be provided by the manager of Building 14M – Atlantic Coast Management – in the management offices constructed within Building 14M. The offices will be located at a front entry shared by 14M and Abrams Hall Assisted Living (“14N”).

DCHA proposes to provide a housing subsidy for fifty-four (54) assisted living units in the initial amount of \$388,800.00 annually for a multi-year term of fifteen (15) years in support of the District's Local Rent Supplement Program ("LRSP") to provide affordable housing units at 1320 Main Street, NW.

### **1) Description of the Contract**

The Contract is an ALTSC to provide operating subsidy for rental assistance to be provided by DCHA on affordable housing units owned and operated by the Owner pursuant to the Local Rent Supplement Program established under Title II of the Fiscal Year 2007 Budget Support Act of 2006.

### **2) Procurement Process**

In April 2018, the District of Columbia's Department of Housing and Community Development ("DHCD") issued a Request for Proposals ("RFP") regarding the availability of funds from multiple district agencies, including DCHA, DHCD, the Department of Behavioral Health, the Department of Human Services, and the District of Columbia Housing Finance Agency. Of the total proposals received, eleven (11) developers were chosen to work with DCHA and others to develop affordable housing and permanent supportive housing units for extremely low income families making zero to thirty percent of the area's median income, as well as the chronically homeless and individuals with mental or physical disabilities throughout Washington, DC.

After meeting the requirements for DHCD review and LRSP subsidy eligibility, proposals were evaluated on various underwriting and prioritization criteria including financial feasibility, project sustainability, development team capacity, amount of capital requested, nonprofit participation, and furtherance of the development of affordable housing. Additionally, DCHA has determined that the proposed project meets the District of Columbia's Consolidated Plan and the Mayor's goal for providing affordable housing opportunities in neighborhoods.

### **3) Legal Review**

Prior to January 15, 2021 the Office of the General Counsel reviewed the Contract for legal sufficiency. The review indicates a competitive process was followed in making the award to the Owner. Additionally, it was determined that the proposed contractor is not currently debarred from providing services or goods to the District or federal government. The review of the Contract indicates that it is legally sufficient.

As the Contract is for a term of fifteen (15) years and the Contract will be funded with District of Columbia funds, the Contract must be submitted to the District of Columbia Council for review and approval in accordance with D.C. Code Section 2-352.02.

**APPROVED AS TO LEGAL SUFFICIENCY:**



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Andrea Powell  
Supervisory Counsel - Real Estate and Business

**AFFIDAVIT**

**SIGNED AFFIDAVIT ATTACHED**

I, Lois Fried, hereby attest that all members of the team, who are listed below, are not listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

**DEVELOPMENT TEAM**

**Owner: Abrams Hall North LP**

Consultant (s): N/A

Management Agent: Edgewood Management Corporation

Attorney: Reno & Cavanaugh PLLC

Engineer(s): Under Architect

Architect(s): Grimm & Parker Architecture, Inc.

Other(s): N/A

I further attest that no principal, major stockholder, officer, or director of the team is debarred from participating a federal procurement or non-procurement program.

*[Signature page follows]*


**Abrams Hall North LP,**  
a Delaware limited partnership,

By: **Abrams Hall North GP Member, LLC,**  
a Delaware limited liability company,  
its General Partner

By: **Urban TPWR, LP**  
a Delaware limited partnership,  
its Managing Member

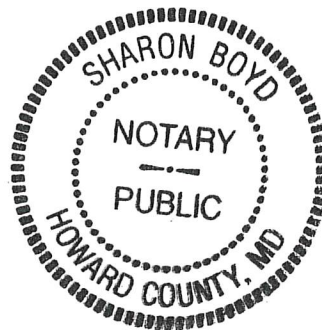
By: **Urban TPWR GP, LLC,**  
a Delaware limited liability company,  
its General Partner

By: **Urban Atlantic Holdings, LLC,**  
a Delaware limited liability company,  
its Member

By:   
\_\_\_\_\_  
Lois S. Fried  
Managing Partner  
Date:

Sworn and subscribed to before Me  
this 20 day of AUGUST, 2020

Sharon Boyd  
Notary Public



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
CORPORATIONS DIVISION



**C E R T I F I C A T E**

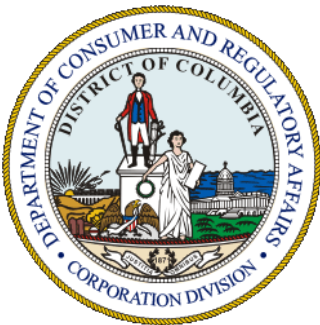
**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Business Organizations Code (Title 29) have been complied with and accordingly, this ***CERTIFICATE OF GOOD STANDING*** is hereby issued to

Abrams Hall North, LP

**WE FURTHER CERTIFY** that the qualified foreign entity is registered to do business in the District on 08/15/2019 ; that all fees, and penalties owed to the District for entity filings collected through the Mayor have been paid and Payment is reflected in the records of the Mayor; The entity's most recent biennial report required by § 29-102.11 has been delivered for filing to the Mayor; and the entry's registration has not been terminated. This office does not have any information about the entity's business practices and financial standing and this certificate shall not be construed as the entity's endorsement.

**IN TESTIMONY WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 8/13/2020 2:47 PM

Business and Professional Licensing Administration



*Josef G. Gasimov*

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JOSEF G. GASIMOV  
Superintendent of Corporations,  
Corporations Division

Muriel Bowser  
Mayor

Tracking #: RfLY3OUP



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
PROFILE SUMMARY**

(CONTRACTs TO PURCHASE, SELL, ACQUIRE, TRANSFER, LEASE OF REAL PROPERTY/ EXCLUSIVE RIGHT AGREEMENTs/LOANs & GRANTs OVER \$1M/INTRA-DISTRICTs)

Contracting Agency: District of Columbia Housing Authority Agency Code:  
 Using Agency: District of Columbia Housing Authority Agency Code:  
 Loan/Grant/Lease Subrecipient Name: **Abrams Hall North, LP** **I.D. #: 2019-LRSP-07A**

Should the D.C. Council have any questions regarding this loan/grant/lease, please contact:

Hammere Gebreyes 202-216-4460  
 Program Manager Telephone Number

**TYPE OF DOCUMENT SUBMITTED**

1. <input type="checkbox"/> Loan/Grant/Lease Modification	4. <input type="checkbox"/> Unwritten or Informal Contract
2. <input type="checkbox"/> Exercise of Grant Option Year (E. O.)	5. <input type="checkbox"/> Lease of Real Property
3. <input type="checkbox"/> Loan/Grant/Lease Agreement for:	6. <input checked="" type="checkbox"/> Other: <u>ALTSC Housing Subsidy</u>

**LOAN/GRANT TYPE**

1. <input checked="" type="checkbox"/> Subsidy – LRSP Housing Subsidy	4. <input type="checkbox"/> Cost Reimbursement
2. <input type="checkbox"/> Loan Price	5. <input type="checkbox"/> Time and Material
3. <input type="checkbox"/> Task Order	6. <input type="checkbox"/> Advance Payment

**AGREEMENT TO ENTER INTO  
LONG TERM SUBSIDY  
CONTRACT**

**District of Columbia Housing Authority (DCHA)  
Local Rent Supplement Program (LRSP)  
SPONSOR-BASED ASSISTANCE**

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**CONTRACT NO. : [2019-LRSP-07A]**

**Project Name:  
Abrams Hall Senior Assisted Living  
1320 Main Street NW, Washington, DC 20307**

District of Columbia Housing Authority  
Local Rent Supplement Program  
Sponsor-Based Assistance

**PART I OF THE  
AGREEMENT TO ENTER INTO LONG TERM SUBSIDY CONTRACT**

This Agreement to Enter Into Long Term Subsidy Contract (“Agreement”) is entered into between the **District of Columbia Housing Authority** (“DCHA”), and **Abrams Hall North, LP** (“Owner”).

**Recitals**

This Agreement is entered into pursuant to the Local Rent Supplement Program (“LRSP”) established by DCHA pursuant to Title II of the Fiscal Year 2007 Budget Support Emergency Act of 2006, effective August 8, 2006, (D.C. Act A16-0476; 53 DCR 7068), which is the D.C. Housing Authority Rent Supplement Act of 2006, as amended or as provided in subsequent appropriation authority of the District of Columbia.

The LRSP has been established to provide residents of the District of Columbia, sponsor-based rental subsidy for families whose gross income initially does not exceed 30% of the area median income, as adjusted for household size. As set forth in the Agreement, the Owner agrees to complete the work on units(s) in accordance with **Exhibit B**. When the work is complete, the Owner and DCHA will enter into a Sponsor-Based Long Term Subsidy Contract (“LTSC”) which will allow the Owner to receive housing assistance payments from DCHA for such units so that they may afford to rent the unit(s) to eligible families.

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**1. General Provisions.**

- 1.1 Significant Dates: Contents of Agreement.  
Effective Date of Agreement: \_\_\_\_\_, **2021**

- 
- B. Date of Commencement of Work. The date for commencement of work is not later than **60 calendar days** after the effective date of this Agreement.
- C. Time for Completion of Work. The date for completion of work is not later than **540 days** from the effective date of this Agreement.
- D. Contents of Agreement. This Agreement consists of Part I, Part II, and the following exhibits:

**Exhibit A:** The approved Owner’s Application.

**Exhibit B:** Description of work to be performed under this Agreement. (If this Agreement is for rehabilitation of units, this exhibit shall contain the rehabilitation work write up and, where determined necessary by the DCHA, specifications and plans. If this Agreement is for new construction, this exhibit shall contain the drawings and specifications.)

**Exhibit C:** Identification of units by size and applicable LRSP subsidy payment per unit.

**Exhibit D:** Form of Long Term Subsidy Contract (“LTSC”)

**Exhibit E:** The schedule of completion of stages, if applicable. (This exhibit shall identify the units in each stage.)

**Exhibit F:** Architect’s Certification

**Exhibit G:** Davis Bacon Wage Schedule

Additional Exhibits: NONE

This Agreement, including the exhibits, is the entire Agreement between the DCHA and Owner.

- E. Nature of Work. (Check which is applicable.)
- This Agreement is for rehabilitation of units to be assisted by sponsor-based assistance under the Local Rent Supplement Program.
- This Agreement is for new construction of units to be assisted by sponsor-based assistance under the Local Rent Supplement Program.

1.2 Applicability of Part II Provisions.

1.2.1 Training, Employment and Contracting Opportunities for Businesses and Lower-Income Persons. (Applies if the total of Contract Rents for all units under the proposed Contract, over the minimum term of the Contract, is more than \$500,000 or \$2,778 per month).

Applicable [ ] Not Applicable

1.2.2 Equal Employment Opportunity. (Applies only to construction contracts of more than \$10,000.)

Applicable [ ] Not Applicable

1.2.3 Clean Air Act and Federal Water Pollution Control Act. (Applies if the total of Contract Rents for all units under the Contract, over the maximum term of the Contract, is more than \$100,000 or \$556 per month).

Applicable [ ] Not Applicable

1.2.4 Labor Standards Requirements. (Section 2.4, 2.8 and 2.10 apply when this Agreement covers nine or more units.) 2.8 Wage Claims and Adjustments; 2.10 Evidence of Unit(s) Completion; Escrow.

Applicable [ ] Not Applicable

1.2.5 Flood Insurance. (Applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.)

[ ] Applicable [X] Not Applicable

1.3. DCHA Assurance to Owner.

DCHA warrants that it is a "Public Housing Agency" as defined in the U.S. Housing Act of 1937, that it is authorized to execute the Agreement in accordance with rules, regulations, and laws applicable to the LRSP.

1.4. Schedule of Completion.

A. Timely Completion of Work. The Owner agrees to begin work no later than the date for commencement of work as stated in Section 1.1.B. In the event the work is not commenced, diligently continued, and completed as required under this Agreement, DCHA may terminate this Agreement or take other appropriate action. The Owner agrees to report promptly to DCHA the date work is commenced and furnish DCHA with progress reports as required by DCHA.

B. Time for Completion. All work must be completed no later than the end of the period stated in Section 1.1.C. Where completion in stages is provided for work related to units included in each stage shall be completed by the stage completion date in Exhibit E, and all work on all stages must be completed no later than the end of the period stated in Section 1.1.C.

- C. Delays. If there is a delay in the completion due to unforeseen factors beyond the Owner's control as determined by DCHA, DCHA agrees to extend the time for completion for an appropriate period as reasonably determined by DCHA. In the case of such delays, DCHA may, in its sole discretion, reduce the term of the LTSC so that the LTSC term does not extend beyond the last date for the District funding authority from which the LTSC is to be funded.

1.5. Construction Period.

A. Establishment of Initial Contract Rent.

- 1. The initial Contract Rent for each unit may in no event exceed that which is authorized in accordance with LRSP rules, regulations, and requirements.
- 2. The Contract Rents stated in Exhibit C of this Agreement will be the initial Contract Rents specified in the LTSC, unless a lower initial Contract Rent is established by DCHA in accordance with paragraph B of this section, or Section 1.14A of this Agreement. The initial Contract Rents stated in Exhibit C of this Agreement shall not be increased for any reason, including changes in the work.

B. Establishment of Lower Initial Contract Rent.

- 1. Excessive Rent. Where the initial Contract Rent for any unit would otherwise exceed the amount authorized in accordance with LRSP rules, regulations and requirements, DCHA shall establish a lower initial Contract Rent in accordance with such rules, regulations and requirements. Such lower rent shall be established at the amount determined by DCHA.
- 2. Changes in the Work.
  - (a) The Owner must obtain prior DCHA approval for any change from the work specified in Exhibit B which would have a material adverse effect on the design or quality of the rehabilitation or construction. DCHA is not required to approve any changes requested by the Owner. DCHA approval of any change may be conditioned on establishment of lower initial Contract Rent at the amounts determined by the LRSP.
  - (b) If the Owner makes any changes in the work without prior DCHA approval, DCHA may establish lower initial Contract Rents at the amounts determined by the LRSP.

- C. Referrals from Owner. At least sixty (60) days prior to the scheduled completion of the work described in Exhibit B (where completion in stages is provided, sixty days prior to completion of each stage), the Owner shall notify DCHA in writing of the proposed eligible and appropriate-sized families from the Owner's site-based waiting list to be housed in the units to be covered by the LTSC. If Owner does not have sufficient eligible

and appropriate sized families from the Owner's site-based waiting list, Owner shall request in writing for applicant referrals from DCHA's waiting list

- D. Prohibition Against Displacement of Residential Tenants from Assisted Units. The Owner agrees that work on any unit to be subsidized with assistance under the LTSC shall not result in the displacement of residential tenants from the units to be subsidized. If a residential tenant is displaced through a waiver of this requirement, in violation of this requirement, the Owner shall provide relocation assistance for displaced persons in accordance with the regulations which implement the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and any applicable laws and regulations of the District of Columbia.
- E. Temporary Relocation. The Owner agrees that lawful residential tenants shall not be required to move temporarily from a structure or complex unless:
1. The Owner has given the tenants thirty (30) days advance written notice and appropriate advisory services;
  2. Decent, safe, and sanitary temporary housing is available;
  3. The temporary relocation period will not exceed 12 months; and
  4. The Owner reimburses tenants for reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including moving costs to and from temporary housing and increases in monthly housing costs.

These requirements apply only to lawful residential tenants (but not to owner-occupants or businesses) who are temporarily relocated following submissions of the Owner's application to DCHA. The requirements do not apply to tenants who commence occupancy after the Owner's submissions of an application if, before they commence occupancy, they are provided written notice from the Owner of the impending work and possible temporary relocations, or whose tenancy is terminated for cause based upon a serious or repeated violation of material terms of the lease or occupancy agreement.

- F. Inspections. DCHA may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the levels of material described in Exhibit B, and meets typical levels of workmanship in the area; provided however, DCHA shall not be under any obligation to perform inspections of the rehabilitation or construction of the units. Upon receipt of the items which satisfy the requirements of this Agreement, including the items in Sections 1.6C and 2.10 below, DCHA will perform the inspection to determine whether the Contract Units meet Housing Quality Standards (HQS).

1.6. Work Completion.

- A. Conformance with Exhibit B. The completed work must be in accordance with Exhibit B. The Owner is solely responsible for completion of the work.

- B. Notification of Completion. The Owner agrees to notify DCHA when the work is completed and to submit to DCHA the items described in paragraph C of this section.
- C. Evidence of Completion. When the work is completed, the Owner must provide DCHA with the following:
1. A certificate of occupancy and other official approvals as required by the applicable laws and regulations of the District of Columbia.
  2. A certification by the Owner that:
    - (a) The work has been completed in accordance with the requirements of this Agreement;
    - (b) There are no defects or deficiencies in the work except for items of delayed completion which are minor or which are incomplete because of weather conditions and, in any case, do not preclude or affect occupancy;
    - (c) The unit(s) has been rehabilitated or constructed and is in accordance with applicable zoning, building, housing and other codes, ordinances or regulations, as modified by any waiver obtained from appropriate officials;
    - (d) Any unit built prior to 1978 is in compliance with applicable HUD Lead Based Paint regulations; and
    - (e) If Labor Standards Requirements are applicable, the Owner has complied with the requirements of Sections 2.10 of this Agreement.
- D. Review and Inspection.
1. After receipt of the evidence of completion, DCHA agrees to review the evidence of completion for compliance with paragraph C of this section and, if applicable, Section 2.10.
  2. At DCHA's option, a DCHA representative may inspect the unit(s) to be assisted to determine that the work has been completed in accordance with the requirements of this Agreement. If the inspection discloses defects or deficiencies the inspector will report them to DCHA with sufficient detail and information for purposes of this section. Notwithstanding the foregoing, prior to entering into a LTSC, DCHA will conduct an inspection of the units to determine whether the units comply with Housing Quality Standards.

- E. Acceptance. If DCHA determines from the review and inspection that all the work has been completed in accordance with the requirements of this Agreement, the units(s) must be accepted.
  - F. Acceptance Where Defects or Deficiencies Reported. If the work is not acceptable, the following shall apply:
    - 1. If there are any items of delayed completion which are minor items or which are incomplete because of weather conditions and in any case which do not preclude or affect occupancy and all other requirements of the Agreement have been met, the units(s) may be accepted. If the Owner fails to complete items specified in writing by the appropriate governmental agency or DCHA requiring completions within the agreed time period, DCHA may terminate the Agreement or the LTSC or exercise other rights under the Agreement or the LTSC.
    - 2. If other defects or deficiencies exist, DCHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the unit(s) will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance. Furthermore, DCHA shall determine whether lower initial Contract Rents shall be established, and whether the term of the LTSC shall be reduced. The Owner shall be notified of DCHA's decision.
  - G. Notification of Non-acceptance. If DCHA determines that, based on the review of the evidence of completion and inspection, any unit is not accepted, the Owner shall be promptly notified of this decision and the reasons.
  - H. Completion in Stages. Where completion in stages is provided for, the procedures of this section shall apply to each stage.
- 1.7. Execution of Long Term Subsidy Contract.
- A. Time and Execution. Upon acceptance of the units by DCHA, the Owner and DCHA agree to execute the LTSC.
  - B. Completion in Stages. Where completion in stages is provided for, the number and types of units in each stage, and the initial Contract Rents for such units, shall be separately shown in Exhibit A of the LTSC for each stage. Upon acceptance of the first stage, the Owner shall execute the LTSC and the signature block provided in the LTSC for that stage. Upon acceptance of each subsequent stage, the Owner shall execute the signature block provided in the LTSC for such stage.
  - C. Form of LTSC. The terms of the LTSC shall be as provided in Exhibit D of this Agreement. There shall be no change in the terms of the LTSC other than as provided in this Agreement. Prior to execution by the Owner, all blanks in the LTSC shall be completed by DCHA.



- D. Survival of Owner Obligations. Even after execution of the LTSC, the Owner shall continue to be bound by all Owner obligations under the Agreement.

1.8. Cooperation in Equal Opportunity Compliance and Other Reviews; Nondiscrimination.

- A. The Owner and DCHA agree to cooperate with the Government of the District of Columbia in the conducting of any compliance reviews and complaint investigations pursuant to civil rights statutes, Executive Orders, and all applicable laws, rules and regulations.
- B. In carrying out of the obligations under this Agreement, the Owner will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, and place of residence or business.
- C. The Owner will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, and place of residence or business.
- D. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- E. The Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Owner will in all solicitations or advertisements for employees placed by or on behalf of the Owner state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, and place of residence or business.
- F. The Owner will incorporate the foregoing requirements of paragraphs B through E in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontractors for project work.

1.9. DCHA and Owner Relations to Third Parties.

- A. Selection and Performance of Contractor.

1. DCHA has not assumed and does not assume any responsibility or liability to the Owner or any other party for the performance of any contractor, subcontractor, or supplier, whether or not listed by DCHA as qualified contractor or supplier under the Program. The selection of a contractor, subcontractor, or supplier for performance of the work is the sole responsibility of the Owner, and DCHA has no involvement in any relationship between the Owner and any contractor, subcontractor or supplier.
  2. The Owner must select a competent contractor to undertake the rehabilitation or construction. The Owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracts by the Comptroller General or any District department or agency. The Owner agrees not to award contracts to, otherwise engage the services of, or fund any contractor that does not provide this certification.
- B. Injury Resulting from Work under the Agreement. DCHA has not assumed and does not assume any responsibility for or liability to any person, including a worker or a resident, with respect to the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by Owner, or any contractor, subcontractor or supplier.
- C. Legal Relationship. The Owner is not the agent of DCHA, and this Agreement does not create or affect any relationship between DCHA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in the implementation of the Agreement.
- D. Exclusion of Third Party Claims. Nothing in this Agreement shall be construed as creating any right of any third party to enforce any provision of this Agreement or the LTSC, or to assert any claims against the Government of the District of Columbia, DCHA or the Owner under the Agreement or the LTSC.
- E. Exclusion of Owner Claims Against District of Columbia. Nothing in this Agreement shall be construed as creating any right of the Owner to assert any claim against the Government of the District of Columbia other than for the enforcement of this Agreement.
- 1.10. Conflict of Interest.
- A. Interest of Members, Officers, or Employees of DCHA, Members of Local Government Body, or Other Public Officials. No present or former member or officer of DCHA (except tenant-commissioners), no employee of DCHA who formulates policy or influences decisions with respect to the LRSP or DCHA's Housing Choice Voucher Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities or influences decisions with respect

to the LRSP, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Agreement or the LTSC or in any proceeds or benefits arising from the Agreement or LTSC.

B. Disclosure. The Owner warrants that the Owner has disclosed to DCHA:

1. The identity of the Owner, developer, builder, architect, management agent (and other participants) and the names of officers and principal members, shareholders, investors, and other parties having a substantial interest in this Agreement or the LTSC or in any proceeds or benefits arising from the Agreement or LTSC; and
2. Any possible conflict of interest by any of these parties that would be a violation of the Agreement or the LTSC.

The Owner shall fully and promptly update such disclosures.

1.11. Interest of Member or of Delegate to Congress.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Agreement or to any benefits which may arise therefrom.

1.12. Assignment of the Agreement or LTSC or Interest in It.

A. The Owner agrees that the Owner has not made and will not make any transfer in any form, including any sale or assignment, of this Agreement or the LTSC or the property without the prior written consent of DCHA. A change in ownership in the Owner, such as a stock transfer or transfer of the interest of the investor member, is not subject to the provisions of this section, except for such notice required in Section 1.12.C. Transfer of the interest of a managing member of a limited liability company is subject to the provisions of this Section 1.12.

Where the Owner requests the consent of DCHA for a transfer in any form, including any sale or assignment, of this Agreement or the LTSC or the property, DCHA will review the transferee's previous participation in the Housing Choice Voucher Program and the LRSP, if any. DCHA will consent to a transfer of the Agreement or LTSC pursuant to paragraph A of this section if DCHA deems the transferee acceptable and the transferee agrees in writing (in a form acceptable to DCHA) to comply with all terms of the Agreement and LTSC, and if the transferee is acceptable to DCHA. DCHA's criteria for acceptance of the transferee will be no more restrictive than the initial acceptance of any Owner under the program at the time of Owner's request.

B. If an Owner proposes to pledge the Agreement or the LTSC as security for financing, Owner shall obtain DCHA's prior written consent of any assignment and submit all financing documents to DCHA for review and approval. The loan documents submitted shall contain no terms or requirements inconsistent with the Agreement or LTSC. Any

pledge of the Agreement or LTSC must be limited to the amounts payable under the LTSC in accordance with the terms of the LTSC.

- C. Owner may make any sale, assignment, or transfer of a passive, non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited liability company or limited liability partner); provided that Owner provides written notification to DCHA within five (5) days of such transfer of interest. For any sale, assignment, or transfer of any ownership interest in any general partner or managing member of a limited liability company, Owner must obtain written consent from DCHA prior to any transfer of interest in any general partner or managing member.

1.13. Owner Assurance to DCHA.

- A. Disclosure of Other Government Assistance. The Owner shall disclose to DCHA information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof that is made available or is expected to be made available with respect to the Contract Units. Such related assistance shall include, but not be limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy credit, tax benefit, or any other form of direct or indirect assistance. Rental subsidy payments under the LTSC shall not be more than is necessary, as determined by DCHA in accordance with LRSP requirements, to provide affordable housing after taking account of such related assistance. DCHA shall adjust in accordance with LRSP requirements the amount of the housing assistance payments to the Owner to compensate in whole or in part for such related assistance.
- B. Rehabilitation or Construction Financing. The Owner agrees not to rehabilitate or construct the units with assistance under the U.S. Housing Act of 1937 (e.g., public housing, the rental rehabilitation program, housing, development grants, Sections 11(b) tax exempt bonds, or other Section 8 programs) or the flexible subsidy program. The Owner warrants that the units were not rehabilitated or constructed with assistance under the U.S. Housing Act of 1937 in the five years before execution of this Agreement.
- C. Ownership. The Owner warrants that the property to be rehabilitated or constructed under this Agreement is not owned by DCHA, or an entity controlled by DCHA.

1.14. Other Federal and Local Requirements.

The Owner shall comply with and shall be subject to all applicable federal and local requirements, including the following, where applicable:

- A. Executive Order 12432, Minority Business Enterprise Development, and Executive Order 12138, Creating a National Women's Business Enterprise Policy.
- B. Executive Order 11625, Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprises.

- C. District of Columbia Municipal Regulations – Title 4: Human Rights and Relations; Chapter 11: Equal Employment Opportunity Requirements in Contracts.
- D. District of Columbia Municipal Regulations – Title 4: Human Rights and Relations; Chapter 10: Housing and Commercial Space.
- E. Code of Federal Regulations – Title 24: Housing and Urban Development; Part 24: Governmentwide Debarment and Suspension (Non-procurement).

1.15. Lobbying Certifications.

The Owner hereby assures and certifies that:

- A. No locally appropriated funds have been paid or will be paid, by or on behalf of the Owner, to any person for influencing or attempting to influence an officer or employee of DCHA or of any District agency, any public official, including the Mayor and his or her Executive Staff or members of the Council of the District of Columbia in connection with the awarding of any contract, grant or loan by the District or DCHA as the case may be, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any District or DCHA contract, grant, loan, or cooperative agreement.
- B. If any funds other than the District appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any DCHA or District agency, any public official, including the Mayor and his or her Executive Staff or members of the Council of the District of Columbia in connection with this District contract, grant, loan, or cooperative agreement, the Owner shall complete and submit standard form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The Owner shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and of not more than \$100,000 for each such failure.

1.16. District Funding Availability.

Owner hereby acknowledges and agrees that DCHA’s obligations under this ALTSC are subject to the availability of sufficient appropriations from the District of Columbia.

1.17. Notices.

Any notices required herein shall be sent in writing to the appropriate party listed below. The addresses set forth below may be changed by written notice to the other party.

If to Owner:

Abrams Hall North, LP  
C/o Urban Atlantic Development, LLC  
7735 Old Georgetown Road – Suite 600  
Bethesda, MD 20814  
Attn: Lois Fried, Managing Partner

With a copy to:

R4 ABDC Acquisition LLC  
780 Third Avenue, 16th Floor  
New York, NY 10017  
Attn: Marc D. Schnitzer

If to DCHA:

District of Columbia Housing Authority  
1133 North Capitol NE, Suite 100  
Washington, DC 20002  
Attn: Jannie Lebby, HCVP Program Manager

With a copy to:

District of Columbia Housing Authority  
Office of the General Counsel  
1133 North Capitol NE, Suite 210  
Washington, DC 20002

1.18. LRSP Requirements.

The Agreement and Contract shall be interpreted and implemented in accordance with all rules, regulations and laws applicable to the LRSP.

1.19. Termination of Contract by DCHA.

This Agreement or the LTSC can be terminated upon at least 30 days written notice to the Owner by DCHA if DCHA determines that the Contract Units were not selected in accordance with DCHA's LRSP-approved written selection policy or that the Contract Units were not eligible for selection in conformity with LRSP requirements.

1.20. Reserved.

1.21. Counterparts.

This Agreement to Enter into Long Term Subsidy Contract may be executed in counterparts, each of which shall be an original, but all of which shall constitute one agreement.

1.22. Entire Agreement.

This Agreement, including the exhibits, constitutes the entire agreement between DCHA and the Owner relating to the agreement to enter into a LTSC. No changes to this Agreement may be made except in writing signed by both the Owner and DCHA.

**AGREEMENT TO ENTER INTO  
LONG TERM SUBSIDY  
CONTRACT**

**District of Columbia Housing Authority (DCHA)  
Local Rent Supplement Program (LRSP)**

**IN WITNESS WHEREOF**, the Owner and DCHA have caused this Agreement to Enter into Long Term Subsidy Contract to be executed and attested by their respective duly authorized representatives.

**OWNER:**

**ABRAMS HALL NORTH LP**  
a Delaware limited partnership

By: Abrams Hall North GP Member, LLC  
a Delaware limited liability company  
its General Partner

By: Abrams Hall North Developer, LLC  
a Delaware limited liability company  
its Managing Member

By: UA Abrams Hall North LLC  
a Delaware limited liability company  
Authorized Member

By: Urban Atlantic Development LLC  
a Delaware limited liability company  
its Manager

By: \_\_\_\_\_  
Lois S. Fried  
Managing Partner



**DISTRICT OF COLUMBIA HOUSING AUTHORITY**

By: \_\_\_\_\_

Name: **Tyrone Garrett**

Title: **Executive Director**

Date: \_\_\_\_\_

CONTRACT NO: 2019-LRSP-07A

Project Name:  
**Abrams Hall Senior Assisted Living**  
**1320 Main Street NW, Washington, DC 20307**

District of Columbia Housing Authority  
Local Rent Supplement Program  
Sponsor-Based Assistance

**PART II OF THE**  
**AGREEMENT TO ENTER INTO LONG TERM SUBSIDY CONTRACT**

2.1. Training, Employment, Contracting Opportunities for Businesses and Equal Employment opportunities.

- A. Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in sections 1103.2 through 1103.10 in Chapter 11 of Title 4 of the District of Columbia Municipal Regulations (4 DCMR §§ 1103.2-1103.10).
- B. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

The following language must be included in each contract:

“EMPLOYMENT OF CONTRACTORS

- A. The work to be performed under this Contract is on a project assisted under a program providing direct local financial assistance from the District of Columbia and is subject to the requirements of Chapter 11 of Title 4 of the Code of District of Columbia Municipal Regulations (“DCMR”). 4 DCMR § 1100 requires that, to the greatest extent feasible, opportunities for training and employment be given to individuals without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.
- B. The parties to this Contract will comply with the provisions of 4 DCMR § 1100 and the regulations issued by the District of Columbia, and all applicable rules,

regulations, and requirements under the LRSP issued thereunder prior to the execution of the Agreement. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- C. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in 4 DCMR §§ 1103.2 and 1103.3 concerning non-discrimination and affirmative action. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in 4 DCMR § 1103.2.

The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of the subcontractors, books, records, and accounts for such purposes. The contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official. The prime contractor shall include in every subcontract the equal opportunity clauses, 4 DCMR §§ 1103.2 through 1103.10 of this section, so that these provisions shall be binding upon each subcontractor or vendor.
- E. The prime contractor shall take action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; Provided, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.”

## 2.2. Equal Employment Opportunity.

- A. Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each contractor covered under 4 DCMR § 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include

specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

- B. Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000) or more, and each contractor covered under 4 DCMR § 1105.2, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in 4 DCMR § 1108.4.
- C. To ensure equal opportunity each Affirmative Action Program shall include the following commitments:
  - 1. With respect to construction contracts, each contractor shall certify that it will comply with the provisions of Chapter 11, Title 4 of the District of Columbia Municipal Regulations and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and
  - 2. With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of Chapter 11, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance work under the contract.
- D. The Owner shall further comply with all other provisions found in Chapter 11, Title 4 of the District of Columbia Municipal Regulations. The Owner agrees to be bound by the Equal Opportunity clause below with respect to his or her own employment practices when participating in locally assisted construction work.
- E. Equal Opportunity Clause.
  - 1. The Owner shall include in every contract and subcontract the equal opportunity clauses of 4 DCMR §§ 1103.2-1103.10 to bind the provisions upon each contractor, subcontractor, or vendor. The following language must be included in each contract or subcontract of this project:

“EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital

status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. Such action shall include, but not limited to, the following: employment; upgrading; transfer; recruitment or recruitment advertising; demotion; layoffs; termination; rates of pay or other forms of compensation; and selection for training and apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of Chapter 11, Title 4 of the District of Columbia Municipal Regulations.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreements or other contract or understanding, a notice to be provided by or at the direction of the Contract Agency advising the labor union or workers representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor agrees to comply with the provisions of Chapter 11, Title 4 of the District of Columbia Municipal Regulations (4 DCMR §§ 1100, *et seq.*) and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.
- (5) The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance Chapter 11, Title 4 of the District of Columbia Municipal Regulations, and to require under terms of any subcontractor agreement each subcontractor to permit access of the subcontractors, books, records, and accounts for such purposes.
- (6) The prime contractor shall include in every subcontract the equal opportunity clauses, 4 DCMR §§ 1103.2-1103.10, so that these provisions shall be binding upon each subcontractor or vendor.

In the event of the contractor's noncompliance with the Equal Opportunity clauses of this contract or with any of the rules, regulations, or rights of the Local Rent Supplement Program ("LRSP"), the contract may be canceled, terminated,

or suspended in whole or in part and the contractor may be declared ineligible for further contracts, and such other sanctions as may be imported and remedies invoked, or by rule, regulation, and rights of the LRSP or as otherwise provided by District law.

- (7) The prime contractor shall take action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; *provided*, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.

The contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, and rights of the LRSP, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the District of Columbia Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the District of Columbia Government, the contractor may request the District to enter into such litigation to protect the interest of the District.”

2. The Owner agrees to be bound by the above Equal Opportunity clause with respect to his or her own employment practices when participating in locally assisted construction work.
- F. The Owner agrees to assist and cooperate actively with DCHA and the District of Columbia in obtaining the compliance of contractors and subcontractors with the Equal Opportunity clause and the rules, regulations, rights and relevant regulations of the District of Columbia, to furnish DCHA and the Government of the District of Columbia such information as they may require for the supervision of such compliance, and to otherwise assist DCHA in the discharge of DCHA’s primary responsibility for securing compliance.
- G. The Owner further agrees to refrain from entering into any contract or contract modification with a contractor debarred from, or who has not demonstrated eligibility for, District of Columbia Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity clause as may be imposed upon contractors and subcontractors by DCHA or the District of Columbia. In addition, if the Owner fails or refuses to comply with these undertakings, DCHA may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the Owner under the LRSP with respect to which the

failure or refusal occurred until satisfactory assurance of future compliance has been received from the Owner, and refer the case for appropriate legal proceedings.

2.3. **Clean Air Act and Federal Water Pollution Control Act.**

In compliance with regulations issued by the Environmental Protection Agency (EPA), 40 CFR, pt. 15, pursuant to the Clean Air Act, amended (“Air Act”), 42 U.S.C. §§ 7401, *et seq.*, the Federal Water Pollution Control Act, as amended (“Clean Water Act”), 33 U.S.C. §§ 1251, *et seq.*, and Executive Order 11738, the Owner agrees to:

- (a) Not utilize any facility in the performance of this Agreement or any subcontract which is listed on the EPA list of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;
- (b) Promptly notify DCHA if a facility the Owner intends to use in the performance of this Agreement is on the EPA List of Violating Facilities or the Owner knows that it has been recommended to be placed on the List;
- (c) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clear water standards; and
- (d) Include or cause to be included the provisions of this section in every subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

2.4. **HUD-FEDERAL LABOR STANDARDS PROVISIONS.**

The Owner is responsible for inserting the entire text of Sections 2.4(a) and (b) of this Agreement in all construction contracts. If the Owner performs any rehabilitation work on the project, the Owner must comply with all provisions of Section 2.4(a) and (b).

(a) General.

(1) Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made apart hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics are considered wages paid to such

laborers or mechanic, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all time by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The U.S. Department of Housing and Urban Development ("HUD") or the appropriate District agency shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known) or their representatives, and HUD or the appropriate District agency agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an unauthorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or the appropriate District agency will notify HUD or



the appropriate District agency within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representative, and HUD or the appropriate District agency do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or the appropriate District agency shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator or determination. The Administrator, or an authorized representative, will issue a determination within the 30 days receipt and so advice or its designee or will notify HUD or the appropriate District agency within 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).
  - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay a bona fide fringe benefit or an hourly equivalent thereof.
  - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).
- (2) Withholding. HUD or the appropriate District agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Beacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or

helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of wages required by the contract, HUD or the appropriate District agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or the appropriate District agency may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Payroll and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in the Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefit is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or the appropriate District agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or the appropriate District agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-

00014-1), U.S. Government Printing Office, Washington DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Officer of Management and Budget under OMB Control Number 12150149).

- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
    - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
    - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or case equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (C) The weekly submission of a properly executed certification set forth on the reverse side of the Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.
  - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of DCHA, or its designee, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, DCHA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentice and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate of the wage determination for the classification of work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every Apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the Applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount

of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any Employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In the event the Employment and Training Administration withdraws approval of a program. The contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR, Part 30.
- (5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR, Part 3 which are incorporated by references in this contract.
- (6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in sections 2.4(a)(1) through (10) and such other clauses as HUD or the appropriate District agency may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.4(a).
- (7) Contract terminations debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with David-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR, Parts 1, 3 and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes Arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or the appropriate District agency, the U.S. Department of labor, or the employees or their repetitive.
- (10) Certification of Eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD Contracts or Participate in HUD programs pursuant to 24 CFR Part 24.
  - (iii) The penalties off making false statements are prescribed in the U.S. Criminal Code, 18 U.S.C.1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration makes, utters or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- (b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) Violation; Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia r a territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
  - (3) Withholding for unpaid wages and liquidated damages. HUD or the appropriate District agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract

or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

- (4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clause set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

2.5-2.7. RESERVED.

2.8. WAGE CLAIMS AND ADJUSTMENTS.

The Owner shall be responsible for the correction of all violations under Section 2.4, including violations committed by the contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the Owner or other contractor, or a failure by the Owner to otherwise comply with Section 2.4, the Owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the Owner or other contractor for liquidated damages pursuant to Section 2.4. The amount withheld may be distributed by HUD for and on account of the Owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under Section 2.4.

2.9. RESERVED.

2.10. EVIDENCE OF UNIT(S) COMPLETION: ESCROW.

- A. The Owner shall evidence the completion of the unit(s) by furnishing DCHA in addition to the requirements listed in Section 1.6 of this Agreement, a certification of compliance with provisions of Sections 2.4 and 2.8 of this Agreement, and that to the best of the Owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged Violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the Owner, or DCHA, the Owner will place a sufficient amount in escrow, as directed by the Owner, to assure such payments.
- B. The escrows required under Section 2.8 and 2.10 shall be paid to DCHA, as escrowee, or to an escrowee designated and approved by DCHA.

2.11. FLOOD INSURANCE.

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Program, the Owner agrees that the project will be covered, during its anticipated economics or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.



# EXHIBIT A

**(Owner's application is on  
file at DCHA)**

# Exhibit B

## **Scope of Work**

The Abrams Hall Assisted Living renovation plan has been thoughtfully designed by an expert senior living architect – Grimm + Parker – under the guidance of Grand Senior Living, Seabury, Housing Up and Urban Atlantic. The units themselves are highly efficient, offering private bathrooms, ample closet space, and kitchenettes with sinks and refrigerators (stoves are not considered safe in ALRs). The plan takes advantage of Abrams Hall’s location at the center of The Parks with resident lounges on every floor overlooking the jewel of the campus: the historic Great Lawn. Case management is provided in a suite of assisted living management offices. Dining services are provided in a dining room with a commercial kitchen. A nurse’s office is also provided, along with a gracious seniors’ activity room. Abrams Hall Assisted Living residents will further enjoy the vast array of new amenities – from retail to arts to recreation to outdoor space – offered by The Parks at Walter Reed. Access to such amenities is yet another priority identified in OA’s strategic plan.

Property management for Abrams Hall Assisted Living will be provided by the manager of Building 14M – Atlantic Coast Management – in the management offices constructed within Building 14M. The offices will be located at a front entry shared by 14M and Abrams Hall Assisted Living (“14N”).

#### Existing Improvements:

The configuration of the existing building largely conforms to its future use. Ground floor office space will be converted to assisted living program management offices and resident amenities including a dining facility with commercial kitchen, seniors’ activity room, nurse’s clinic, common laundry by floor, and resident lounges by floor. The P1 (or garage level) will include storage, a mail room and flex space set-aside for use by the assisted living service providers

The residential sections of the building are currently configured as Single Room Occupancy (SRO) barracks units. The condition of the existing building and its interiors is very good. The building was renovated in 2005, and was then decommissioned within 4 years. Therefore flooring, doors, kitchen cabinets, etc. are all in very good condition. To the extent possible, existing elements will be re-used in the renovation process. All units will contain private bathrooms that will be fully renovated to be UFAS accessible with grab bars and roll-in showers. Units will also contain an accessible small kitchenette with sink, cabinets and microwave/micro-fridge (as is typical in assisted living properties where meals are served in a dining facility).

Proposed improvements include the following:

- New roof
- Elevator
- Façade/Exterior repairs to masonry and concrete as needed
- Re-planting/improvements at existing planters
- New amenities and management offices
- New UFAS accessible bathrooms & kitchenette
- New flooring – vinyl plank
- Paint
- Corridor upgrades

# Exhibit C

## **Unit Description**

Project Name : Abrams Hall Assisted Living

Project Address: 1320 Main Drive NW Washington, DC 20012

Date: 12/28/2020

No.	Unit No.	No. of Bedrooms	Proposed for LRSP subsidy Yes/No	Occupied Yes/No	Approved Unit Contract Rent	Esimtated Tenant Portion of Rent, Max 30% of income	Other Rental Subsidy Amount (if applicable)	LRSP Subsidy Amount	UFAS Yes/No
1.	TBD	SRO	yes	no	\$1,450			\$ 600	yes
2.	TBD	SRO	yes	no	\$1,450			\$ 600	yes
3.	TBD	SRO	yes	no	\$1,450			\$ 600	yes
4.	TBD	SRO	yes	no	\$1,450			\$ 600	yes
5.	TBD	SRO	yes	no	\$1,450			\$ 600	yes
6.	TBD	SRO	yes	no	\$1,450			\$ 600	no
7.	TBD	SRO	yes	no	\$1,450			\$ 600	no
8.	TBD	SRO	yes	no	\$1,450			\$ 600	no
9.	TBD	SRO	yes	no	\$1,450			\$ 600	no
10.	TBD	SRO	yes	no	\$1,450			\$ 600	no
11.	TBD	SRO	yes	no	\$1,450			\$ 600	no
12.	TBD	SRO	yes	no	\$1,450			\$ 600	no
13.	TBD	SRO	yes	no	\$1,450			\$ 600	no
14.	TBD	SRO	yes	no	\$1,450			\$ 600	no
15.	TBD	SRO	yes	no	\$1,450			\$ 600	no
16.	TBD	SRO	yes	no	\$1,450			\$ 600	no
17.	TBD	SRO	yes	no	\$1,450			\$ 600	no
18'	TBD	SRO	yes	no	\$1,450			\$ 600	no
19.	TBD	SRO	yes	no	\$1,450			\$ 600	no
20.	TBD	SRO	yes	no	\$1,450			\$ 600	no
21.	TBD	SRO	yes	no	\$1,450			\$ 600	no
22.	TBD	SRO	yes	no	\$1,450			\$ 600	no
23.	TBD	SRO	yes	no	\$1,450			\$ 600	no
24.	TBD	SRO	yes	no	\$1,450			\$ 600	no
25.	TBD	SRO	yes	no	\$1,450			\$ 600	no
26.	TBD	SRO	yes	no	\$1,450			\$ 600	no
27.	TBD	SRO	yes	no	\$1,450			\$ 600	no
28.	TBD	SRO	yes	no	\$1,450			\$ 600	no
29.	TBD	SRO	yes	no	\$1,450			\$ 600	no
30.	TBD	SRO	yes	no	\$1,450			\$ 600	no
31.	TBD	SRO	yes	no	\$1,450			\$ 600	no
32.	TBD	SRO	yes	no	\$1,450			\$ 600	no
33.	TBD	SRO	yes	no	\$1,450			\$ 600	no
34.	TBD	SRO	yes	no	\$1,450			\$ 600	no
35.	TBD	SRO	yes	no	\$1,450			\$ 600	no
36.	TBD	SRO	yes	no	\$1,450			\$ 600	no
37	TBD	SRO	yes	no	\$1,450			\$ 600	no
38	TBD	SRO	yes	no	\$1,450			\$ 600	no
39	TBD	SRO	yes	no	\$1,450			\$ 600	no
40	TBD	SRO	yes	no	\$1,450			\$ 600	no
41	TBD	SRO	yes	no	\$1,450			\$ 600	no
46	TBD	SRO	yes	no	\$1,450			\$ 600	no
47	TBD	SRO	yes	no	\$1,450			\$ 600	no
48	TBD	SRO	yes	no	\$1,450			\$ 600	no
49	TBD	SRO	yes	no	\$1,450			\$ 600	no
50	TBD	SRO	yes	no	\$1,450			\$ 600	no
51	TBD	SRO	yes	no	\$1,450			\$ 600	no
52	TBD	SRO	yes	no	\$1,450			\$ 600	no
53	TBD	SRO	yes	no	\$1,450			\$ 600	no
54	TBD	SRO	yes	no	\$1,450			\$ 600	no

# Exhibit D

**LTSC**

## **LONG TERM SUBSIDY CONTRACT (LTSC)**

This Long Term Subsidy Contract (“Contract” or “LTSC”) is entered into between the **District of Columbia Housing Authority (“DCHA”)**, and **Abrams Hall North, LP (“Owner”)**.

### **Recitals**

This Agreement is entered into pursuant to the Local Rent Supplement Program (“LRSP”) established by DCHA pursuant to Title II of the Fiscal Year 2007 Budget Support Emergency Act of 2006, effective August 8, 2006 (D.C. Act A16-0476; 53 DCR 7068), which is the D.C. Housing Authority Rent Supplement Act of 2006, as amended or as provided in subsequent appropriation authority of the District of Columbia.

The LRSP has been established to provide residents of the District of Columbia, sponsor-based rental subsidy for families whose gross income initially does not exceed 30% of the area median income, as adjusted for household size. As set forth in the Agreement to Enter Into a Long Term Subsidy Contract, the Owner has completed the work to DCHA’s satisfaction on the unit(s). Now therefore, the Owner and DCHA will enter into a Sponsor-Based Long Term Subsidy Contract (“LTSC”), which will allow the Owner to receive housing assistance payments from the DCHA for such units so that they may afford to rent the unit(s) to eligible families, with the following terms and conditions.

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### **1. General Provisions**

#### **1.1. Contract Information and Description of Property.**

A. Parties. The parties to this Long Term Subsidy Contract (“Contract” or “LTSC”) are the **District of Columbia Housing Authority (“DCHA”)** and **Abrams Hall North, LP (“Owner/Sponsor”)**.

B. Property Name: **Abrams Hall Senior Assisted Living**

C. Property Address: **1320 Main Street NW, Washington DC 20307**

D. Contents of the Contract: This is a LTSC between DCHA and the Owner for Sponsor-Based Assistance under the Local Rent Supplement Program (“LRSP”), as defined below in Section 2. The LTSC consist of this contract and the following exhibits:

**Exhibit A:** Description of Contract Units

Number of Units by Unit Size (Number of Bedrooms): 54 Units

Address, and applicable initial contract rent for each Contract Unit

**Exhibit B:** Services Related to the Property, Maintenance and Utilities

**Exhibit C:** Basic Business License

**Exhibit D:** Certificate of Occupancy

**Exhibit E:** Supportive Services Plan (if applicable)

**Exhibit F:** Property Owner/Agent Information

1.2. Effective Date of LTSC.

1.2.1. Single Stage Project –  YES     NO

A. Effective Date of LTSC for single-stage project: \_\_\_\_\_

B. For all contract units, the effective date of the LTSC is:

\_\_\_\_\_

1.2.2. Multi-Stage Project –  YES     NO

A. Effective date of LTSC for multi-stage \_\_\_\_\_

B. Anniversary date of LTSC for multi-stage project

\_\_\_\_\_

C. The anniversary date of the LTSC for all Contract Units in this multi-stage project is the anniversary date of the effective date of the LTSC Units included in the first stage.

1.3. Term of LTSC.

1.3.1. Beginning Term: \_\_\_\_\_

1.3.2. Length of Initial Term: **15 years**

A. The length of the initial term of the LTSC for any unit is fifteen (15) years, subject to availability, as determined by DCHA in accordance with the rules and regulations, applicable to the LRSP, of sufficient appropriated



funds from the District of Columbia to make Rental Subsidy Payments (as defined in Section 2 below) in accordance with the LTSC and compliance by Owner with the terms of this LTSC and the rules, regulations and laws applicable to the LRSP.

- B. Subject to the availability of sufficient appropriated funds from the District of Columbia and Owner's compliance with the terms of the LTSC and all applicable laws, rules, and regulations applicable to the LRSP, the term of the LTSC will be automatically renewed for one (1) five (5) year renewal term. After the expiration of the initial term and the automatic renewal term as provided in this LTSC, Owner may request in writing that DCHA grant subsequent renewals of the term of the LTSC.
- C. If sufficient appropriated funds are not available at any time during the term of this LTSC, DCHA may terminate the LTSC upon thirty (30) days written notice to the Owner.
- D. Renewal of the LTSC is subject to the availability of funds from the District of Columbia and the Owner's compliance with the terms of this LTSC and all applicable laws, rules and regulations.

#### 1.4. Occupancy and Payment.

##### 1.4.1. Payment for Occupied Unit(s).

- A. DCHA makes Rental Subsidy Payments to the Owner for the months during which a Contract Unit is leased and occupied by a Family during the term of the LTSC.
- B. Except for vacancy payments as provided in Section 1.4.2, if a Family moves out of the Contract Unit, the DCHA will not make any Rental Subsidy Payments to the Owner for any month after the month when the Family moves out.

##### 1.4.2. Vacancy Payment.

- A. If a Family vacates the Contract Unit leased and occupied by the Family, DCHA agrees to continue Rental Subsidy Payments to the Owner for a vacancy period of up to sixty (60) days from commencement of the vacancy, if:
  - i. The Owner gives DCHA prompt written notice within three (3) business days of the vacancy;
  - ii. The vacancy is not the fault of the Owner; and

iii. The Owner has taken every reasonable action to minimize the likelihood and length of vacancy and provides DCHA written documentation evidencing the same.

B. If a Contract Unit remains vacant for one hundred twenty (120) days from the first day of the month in which the Contract Unit became vacant, DCHA may remove the Contract Unit from the LTSC with the Owner and reduce the LTSC in an amount equivalent to the remaining months of subsidy attributable to the vacant Contract Unit. DCHA will notify the Owner that the number of Contract Units covered will be reduced and that the Rental Subsidy Payments associated with the vacant Contract Unit will be reduced.

1.5. Damage or Debt to Owner.

DCHA is not responsible for any damage(s), any debt(s), or any other amounts owed by the Family to Owner. Except as provided in Section 1.4.2. (Occupancy and Payment) above, DCHA will not make any other payment to the Owner under this LTSC. Owner understands, acknowledges, and agrees that DCHA will not be responsible for and will not make any payment to Owner for any damages to the Contract Unit, or for any other amounts owed by a Family under the Family's lease.

1.6. Extremely Low Income Household Requirement.

A. DCHA will make Rental Subsidy Payments under the LTSC for up to 100% of the Contract Units per building pursuant to the LRSP requirements.

B. DCHA and Owner agree that all of the Contract Units covered by this LTSC are designated for occupancy by Extremely Low Income Households as determined as of the Family's initial occupancy of the Contract Units.

1.7. Supportive Services Requirement (if applicable).

A. In addition to the extremely low income requirement set forth above, DCHA and Owner agree that all of the Contract Units are designated for occupancy by Families receiving Supportive Services.

B. The Supportive Services to be provided to the Families are described on Exhibit E attached to this LTSC.

C. Notwithstanding anything to the contrary contained in this Agreement, Owner will only be obligated to provide or cause to be provided Supportive Services so long as the District of Columbia Department of Human Services continues to provide funding for such services.

## 2. Definitions

**Agreement.** Agreement to Enter into Long Term Subsidy Contract (ALTSC) between the Owner and DCHA which provides that following new construction or rehabilitation of the Contract Units by the Owner in accordance with the terms and conditions of the ALTSC, DCHA and Owner will enter into the LTSC.

**Area Median Income (AMI).** The Area Median Income shall mean the following:

- A. For a household of 4 persons, the area median income for a household of 4 persons in the Washington Metropolitan Statistical Areas as set forth in the periodic calculation provided by the United States Department of Housing and Urban Development;
- B. For a household of 3 persons, 90% of the area median income for a household of 4 persons;
- C. For a household of 2 persons, 80% of the area median income for a household of 4 persons;
- D. For a household of 1 person, 70% of the area median income for a household of 4 persons; or
- E. For a household of more than 4 persons, the area median income for a household of 4 persons, increased by 10% of the area median income for a Family of 4 persons for each household member exceeding 4 persons (e.g. the area median income for a Family of 5 shall be 110% of the area median income for a Family of 4; the area median income for a household of 6 shall be 120% of the area median income for a Family of 4).

**Contract Units.** The housing units covered by this LTSC as described in Exhibit A.

**DCHA.** District of Columbia Housing Authority, the agency that has entered into this LTSC with the Owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. § 1437a(b)(6)).

**Extremely Low Income Household.** A Family whose gross income does not exceed 30% of the Area Median Income, as adjusted for size of household.

**Family.** Eligible person or persons approved by the DCHA to reside in a Contract Unit with assistance under the Program.

**Housing Quality Standards (HQS).** The minimum quality standards as set forth in 24 CFR § 982.401 for Contract Units occupied by Families receiving tenant-based, project-based, or sponsor-based assistance under the Local Rent Supplement Program.

**LRSP.** Local Rent Supplement Program.

**LTSC.** This long term subsidy contract which is a long term rental subsidy payments contract between DCHA and the Owner of the building containing Contract Units which are covered by

the LRSP rental subsidy. The LTSC consists of the contract and the exhibits referenced in Section 1.1.

**Owner.** The owner or sponsor for whom Sponsor-Based Assistance is being provided under this LTSC.

**Premises.** The building or complex in which a Contract Unit is located, including common areas or grounds.

**Principal or Interested Party.** A management agent and other person or entities participating in project management, and the officers, principal members, shareholders, investors, and other parties having a substantial interest in the Agreement or the LTSC, or in any proceeds or benefits arising from the Agreement or LTSC.

**Program.** The Local Rent Supplement Program (LRSP) established under Title II of the Fiscal Year 2007 Budget Support Emergency Act of 2006, effective August 8, 2006. (D.C. Act A16-0476; 53 DCR 7068), which is the D.C. Housing Authority Rent Supplement Act of 2006, as amended or as provided in subsequent appropriation authority. The LRSP is established to provide tenant-based, project-based and sponsor-based housing assistance to Extremely Low-Income Households in the District of Columbia, including, but not limited to, those who are homeless and those in need of supportive services, such as elderly individuals or those with disabilities.

**Rental Subsidy or Rental Subsidy Payments.** The total monthly rent payable by DCHA to the Owner with respect to a Contract Unit leased by Family from the Owner. Rental Subsidy or Rental Subsidy Payments includes payment for any housing services, maintenance and utilities to be provided by the Owner in accordance with the lease. The Rental Subsidy for this Contract shall be an initial flat dollar amount per each Contract Unit as established by DCHA and reflected in Exhibit A. Rental Subsidy does not include payment for assisted living services.

**Sponsor-Based Housing Assistance.** LRSP funds allocated under a LTSC to a particular private or non-profit Owner to subsidize the rent, in Contract Units owned and/or operated by the Owner, for which Supportive Services are provided (or Owner will cause to be provided), for the number of households established by this LTSC.

**Supportive Services.** Voluntary services to be provided or caused to be provided by the Owner to the Families and designed primarily to help tenants maintain housing, including, but not limited to, coordination/case management, physical and mental health, substance use management and recovery support, job training, literacy, and education, youth and children's programs, and money management.

**Tenant Rent.** The portion of the rent to Owner payable by the Family in an amount equal to 30% of the Family's household income as determined by DCHA, in accordance with Local Rent Supplement Program requirements. DCHA is not responsible for paying any part of the Tenant Rent. At no time during the term of this LTSC may the Tenant Rent exceed 30% of the Family's household income. The Owner and DCHA acknowledge that a Family may pay additional sums

to a service provider entity in connection with the provision of assisted living services, room and board, and other ancillary services in addition to Tenant Rent.

### **3. Purpose**

- A. This is an LTSC between DCHA and the Owner.
- B. The purpose of the LTSC is to provide Rental Subsidy Payments for Families who lease from the Owner Contract Units that comply with the HQS.
- C. DCHA agrees to make Rental Subsidy Payments to the Owner in accordance with the LTSC and the laws, rules and regulations applicable to the LRSP for Contract Units leased and occupied by Families during the LTSC term.

### **4. Completion and Acceptance of Contract Units**

For Contract Units that are either new or substantially rehabilitated, the Owner certifies that the Contract Units have been completed in accordance with the ALTSC. Completion and acceptance of the Contract Units are subject to the provisions of the ALTSC for new Contract Units or substantially rehabilitated Contract Units governed by an ALTSC.

### **5. Rental Subsidy Payments for Each Contract Unit**

#### **5.1. Amount of Initial Rental Subsidy Payment to Owner.**

- A. The initial amount of Rental Subsidy to Owner shall be computed in accordance with the defined term “Rental Subsidy Payment” as set forth in Section 2 above.
- B. At the beginning of the LTSC term, and except as the Rental Subsidy to Owner may be adjusted by DCHA from time to time strictly in accordance with Section 6 of the LTSC, the Rental Subsidy to Owner for each bedroom size (number of bedrooms) shall be determined in accordance with the defined term “Rental Subsidy Payments” set forth in Section 2 above for each Contract Unit.

#### **5.2. LRSP Rent Requirements.**

- A. Notwithstanding any other provision of the LTSC, the Rental Subsidy paid to Owner may in no event exceed the amount authorized in accordance with the rules, regulations and laws applicable to the LRSP.
- B. DCHA has the right to reduce the Rental Subsidy to Owner, at any time, to correct any errors in establishing or adjusting the Rental Subsidy to Owner

in accordance with LRSP requirements. DCHA may recover any overpayment from the Owner.

5.3. Subsidy and Rental Payments to Owner.

5.3.1. DCHA Rental Subsidy to Owner.

- A. Each month DCHA agrees to make a Rental Subsidy Payment to the Owner for a Contract Unit under lease to and occupied by a Family in accordance with the terms of the LTSC and the rules, regulations, and laws applicable to the LRSP.
- B. The Rental Subsidy Payment to the Owner for a Contract Unit is equal to the amount of Rental Subsidy as determined by DCHA after taking into account other subsidies or assistance available to Owner.
- C. The Owner will be paid the Rental Subsidy under the LTSC on or about the first day of the month for which payment is due, unless the Owner and the DCHA agree on a later date.
- D. To receive the Rental Subsidy in accordance with the LTSC, the Owner must comply with all provisions of the LTSC and the rules, regulations, and laws applicable to the LRSP. Unless the Owner complies with all provisions of the LTSC and the rules, regulations and laws applicable to the LRSP, the Owner does not have a right to receive Rental Subsidy from DCHA.
- E. If DCHA determines that the Owner is not entitled to the payment or any part of the Rental Subsidy Payment, DCHA, in addition to other remedies which may be available at law or in equity, may deduct the amount of the overpayment from any amounts due the Owner, including amounts due under any rental subsidy payments contract with DCHA or any LTSC under the LRSP.
- F. The Owner will notify DCHA promptly of any change of circumstances that would affect the amount of the Rental Subsidy payable from DCHA to Owner, including any change in the amount of subsidies received from a source other than DCHA, and will return any payment that does not conform to the changed circumstances.

5.3.2. Payment of the Tenant Rent.

Payment of the Tenant Rent is the responsibility of the Family. DCHA is not responsible for paying any part of the Tenant Rent, or for paying any other claim by the Owner against a Family. DCHA is only responsible for paying the Rental Subsidy to the Owner on behalf of a Family for the Contract Units covered by this

LTSC in accordance with the LTSC and rules, regulations and laws applicable to the LRSP.

5.4. Termination of Assistance for Family.

DCHA may terminate Rental Subsidy for a Family under the LTSC in accordance with all rules, regulations and laws applicable to the LRSP. DCHA must notify the Owner in writing of its decision to terminate Rental Subsidy in such case, and that Rental Subsidy for the Family under the LTSC will terminate at the end of the calendar month that follows the calendar month in which the DCHA gives such notice to the Owner.

**6. Adjustment of Rental Subsidy to Owner**

6.1. DCHA Determination of Adjustment of Rental Subsidy.

- A. Rental Subsidy will be adjusted in accordance with applicable law, LRSP requirements and rules and regulations applicable to the Program, including the rules and regulations applicable to DCHA's Partnership Program for Affordable Housing (the "Partnership Program").
- B. Upon a request made in accordance with the applicable law, LRSP requirements and rules and regulations applicable to the Program, including the Partnership Program, DCHA will review such request and rents will be increased to amounts no higher than those warranted in accordance with the applicable law, LRSP requirements and the rules and regulations applicable to the Program, including the Partnership Program.
- C. Any such adjustments to the Rental Subsidy shall be in accordance with applicable law, LRSP requirements and rules and regulations applicable to the program and shall be calculated based on the then current Rental Subsidy at the time of the request.
- D. Subject to the availability of funds appropriated and received from the District of Columbia, upon the Owner satisfying all requirements of DCHA for a rent adjustment, including all applicable laws, LRSP requirements, rules and regulations applicable to the Program, including the rules and regulations applicable to the Partnership Program, the Owner will be granted a rent increase (or decrease) in the amount of Rental Subsidy and will be notified in writing of such increase (or decrease). This increase or decrease will be determined in accordance with Section 6.1.C above.

6.2. Maximum Rent.

The Rental Subsidy for each Contract Unit, as may be adjusted from time to time by DCHA in accordance with Section 6, may at no time exceed reasonable rent, as determined by DCHA, charged for comparable units in the private unassisted market.

6.3. No Special Adjustment.

DCHA will not make any special adjustments of the Rental Subsidy.

6.4. Owner Compliance with the LTSC.

DCHA shall not approve, and the Owner shall not receive, any increase of Rental Subsidy to Owner unless all Contract Units are in accordance with HQS, and the Owner has complied with the terms of the assisted leases and the LTSC.

6.5. Notice of Adjustment of Rental Subsidy.

In the event of a change or adjustment in the amount of Rental Subsidy, Owner will be notified by a written notice by DCHA to the Owner in accordance with Section 6. Such notice constitutes an amendment of the Contract Rent specified in Exhibit A.

6.6. District Funding Availability.

- A. Owner hereby acknowledges and agrees that DCHA's obligations under this LTSC are subject to the availability of sufficient appropriations from the District of Columbia. If there is a reduction in appropriations to the LRSP that will result in a reduction of Rental Subsidy to the Owner, DCHA will provide written notice of such reduction to the Owner.
- B. In the event funding for the Rental Subsidy under this LTSC is reduced more than ten percent (10%), the Owner may request in writing that DCHA remove existing vacant Contract Unit(s) in a number not greater than the ratio of the loss in total Rental Subsidy compared to the prior year.

Upon such written request, DCHA hereby agrees to amend the LTSC to remove the number of vacant Contract Unit(s), which number shall not be greater than the ratio of the loss in total Rental Subsidy compared to the prior year.

If there are no vacant Contract Unit(s) when Owner receives notice from DCHA of decrease in Rental Subsidy, the Owner may request in writing that DCHA reallocate Rental Subsidy such that the decreased amount of Rental Subsidy be allocated among the number of units under the LTSC until such time that a vacancy occurs and is reported to DCHA in writing.



At such point, DCHA will amend the LTSC to remove the number of vacant Contract Unit(s), which number shall: (i) not be greater than the ratio of the loss in total Rental Subsidy compared to the prior year and (ii) not exceed the actual number of vacant units.

For example, a LTSC has ten (10) Contract Units eligible for a maximum of \$1,000 Rental Subsidy per month, for an annual allocation of \$120,000 in Rental Subsidy, assuming there is \$0 Tenant Rent in that year. In the event that the annual allocation of maximum eligible Rental Subsidy is reduced to \$108,000, the reduction in maximum annual Rental Subsidy is ten percent (10%), and the Owner would be eligible to request one Contract Unit be removed from the LTSC.

- C. Owner shall (1) attempt to mitigate any disruption to the residential tenants and include a tenant relocation plan in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and any other applicable laws and regulations of the District of Columbia; and (2) reasonably pursue resources available to Owner for alternate funding, prior to requesting a reduction in the number of Owner's Contract Unit(s) under the LTSC.

## **7. Owner Responsibility**

The Owner is responsible for:

- A. Performing all management and rental functions for the Contract Units.
- B. Enforcing tenant obligations under the lease.
- C. Paying for utilities and housing services (unless paid by the Family under the lease).
- D. Collecting from the tenant:
  - i. Any security deposit;
  - ii. The Tenant Rent; and
  - iii. Any charge for unit damage by the Family or any other amounts owed by the Family to the Owner.
- E. Providing or causing to be provided Supportive Services to the Families housed in the Contract Units in accordance with the Supportive Services Plan attached hereto as Exhibit E.

## **8. Owner Certifications**

The Owner certifies that at all times during the term of the LTSC:

- A. All Contract Units are in good, safe, sanitary, and tenantable conditions. The Owner is maintaining the Premises and all Contract Units in accordance with the HQS.
- B. The Owner shall provide, or cause to be provided, all the services, maintenance and utilities as agreed to under the LTSC and the leases with Families.
- C. The Owner may select applicants from a site-based waiting list maintained by the Owner and approved by DCHA (the "Site-Based Waiting List").

To utilize the Site-Based Waiting List, the Owner must demonstrate to DCHA's satisfaction that applicants meet the eligibility requirements of LRSP and DCHA's Housing Choice Voucher Program ("HCVP") as determined by DCHA. The Owner must also provide DCHA with written explanation for the selection of the otherwise eligible applicants not currently on the Site-Based Waiting List.

Alternatively, the Owner may lease a Contract Unit to a Family from DCHA's waiting list ("DCHA Waiting List") if the Owner requests applicants from the DCHA Waiting List.

- D. To the best of the Owner's knowledge, the members of the Family reside in each Contract Unit for which the Owner is receiving Rental Subsidy, and the Contract Unit is the Family's only residence.
- E. The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a Family residing in a Contract Unit.
- F. The amount of the Rental Subsidy is the correct amount due under the LTSC.
- G. The Rental Subsidy to Owner for each Contract Unit does not exceed rents charged by the Owner for other comparable unassisted units.
- H. Except for the Rental Subsidy and the Tenant Rent as provided under the LTSC, the Owner has not received and will not receive any payments or other considerations (from the Family, DCHA, LRSP, or any other public or private source) for rental of the Contract Unit; provided however, DCHA may expressly agree in writing to the Owner receiving public funds to subsidize the Contract Unit.

- I. The Family does not own, or have any interest in the Contract Unit. If the Owner is a cooperative, the Family may be a member of the cooperative.
- J. The Contract Units and Premises have an automatic sprinkler system or smoke detectors in proper condition in compliance with the Fire Administration Authorization Act of 1992.
- K. The Contract Units and Premises are in compliance with all applicable Lead-Based Paint regulations and Owner has all appropriate licenses and certificates to do business under applicable District of Columbia law.
- L. The Owner has complied and will continue to comply with all applicable federal and local laws, regulations, and other requirements.

## **9. Condition of Contract Units**

### **9.1. Owner Maintenance and Operation.**

- A. The Owner must maintain and operate the Contract Units and Premises to provide decent, safe, and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance.
- B. The Owner must provide (or cause to be provided) the services, maintenance and utilities in accordance with Exhibit B, and the lease with each Family.

### **9.2. DCHA Inspection.**

DCHA may inspect the Contract Units and the Premises any time DCHA deems necessary to assure that the Contract Units and Premises are in accordance with HQS and that the Owner is providing or is causing to be provided the maintenance, utilities, and other services in accordance with the leases and the LTSC.

### **9.3. Units not Decent, Safe, and Sanitary.**

If DCHA determines at any time that a Contract Unit is not in accordance with HQS or if Owner is not in compliance with any Federal or District of Columbia law or regulation applicable to Owner, DCHA may exercise any of its remedies under the LTSC for all or any Contract Units.

Such remedies include, but shall not be limited to, termination, abatement, or reduction of Rental Subsidy or termination of the LTSC or any housing assistance payment contract between DCHA and Owner. DCHA may avail itself of any and all remedies available at law or in equity. DCHA may exercise any such remedy respecting a Contract Unit even if the Family continues to occupy the Contract Unit.

9.4. Maintenance and Replacement – Owner’s Standard Practice.

Maintenance and replacement (including redecoration) must be in accordance with the standard industry practice for the type and age of the building.

**10. Leasing Contract Units**

10.1. Selection of Tenants.

- A. During the term of the LTSC, the Owner must lease all Contract Units to eligible Families referred from Owner’s Site-Based Waiting List in accordance with DCHA’s Housing Choice Voucher Program (“HCVP”) rules and regulations applicable to the LRSP or applicants requested from DCHA’s Waiting List; provided however, DCHA will not make any determinations regarding eligibility of applicants for Owner’s program for Supportive Services. DCHA must determine Family eligibility under the LRSP for all Contract Units in accordance with LRSP requirements.
- B. The Contract Unit leased to each Family must be appropriate for the size of the Family under the DCHA’s occupancy standards.
- C. If a Contract Unit was occupied by an eligible Family at the time the unit was selected by DCHA, or is so occupied on the effective date of the LTSC, the Owner must offer the Family the opportunity to lease the same or another appropriately-sized Contract Unit with assistance under the LTSC.
- D. The Owner is responsible for screening and selecting tenants from the Families referred either by DCHA from DCHA’s Waiting List or the Owner’s Site-Based Waiting List, in accordance with DCHA’s HCVP rules and regulations applicable to the LRSP.

10.2. Vacancies.

- A. The Owner must rent vacant Contract Units to eligible Families either on the Owner’s Site-Based Waiting List or to eligible Families requested as referrals from DCHA Waiting List.
- B. DCHA and the Owner must make reasonably good faith efforts to minimize the likelihood and length of any vacancy.
- C. If vacancies occur, DCHA may give notice to the Owner amending Exhibit A of the LTSC to reduce the number of Contract Units by the number of Contract Units that have been vacant for a period of 120 or more days since Owner’s written notice of vacancy to DCHA.

10.3. Modification of Contract Units.

Owner may request in writing that DCHA consider in its sole discretion an amendment to Exhibit A to substitute a new Contract Unit for a Contract Unit currently covered by the LTSC.

**11. Tenancy**

11.1. Lease.

The lease between the Owner and each Family must be in accordance with LRSP requirements.

11.2. Termination of Tenancy.

- A. The Owner may only terminate a tenancy in accordance with the lease and LRSP requirements, including all applicable federal and District of Columbia laws.
- B. The Owner must give DCHA a copy of any eviction notice by Owner to the tenant at the same time that the Owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under applicable District of Columbia law.

11.3. Family Payment.

- A. The Tenant Rent will be determined by DCHA in accordance with LRSP and HCVP requirements. The amount of the Tenant Rent is subject to change during the term of the LTSC. Any changes in the amount of the Tenant Rent will be effective on the date stated in a written notice by DCHA to the Family and the Owner.
- B. The amount of the Tenant Rent as determined by DCHA is the maximum amount the Owner may charge the Family for rent of a Contract Unit, including all housing services, maintenance and utilities to be provided by the Owner in accordance with the LTSC and the lease.
- C. The Owner may not demand or accept any rent payment from the tenant in excess of the Tenant Rent as determined by DCHA. The Owner must immediately return any excess rent payment from the tenant to the tenant.
- D. As long as the LTSC is in effect, the Family is not responsible for payment of the portion of the Rental Subsidy to be paid by DCHA to Owner under the LTSC.

The Owner may not terminate the tenancy of a Family for nonpayment of the Rental Subsidy; provided however, DCHA and Owner acknowledge and agree that in the event that DCHA terminates this Contract for failure to receive sufficient funding from the District of Columbia with respect to the Contract Units, this LTSC shall be terminated and Owner may exercise any rights or remedies against the Family in accordance with the lease or any other agreement with the Family in accordance with applicable laws.

11.4. Other Owner Charges.

- A. The lease may not require the Family or members thereof to pay charges for meals or Supportive Services to be provided under the LTSC as provided in Exhibit B and Exhibit E to the LTSC. Nonpayment of such charges is not ground for termination of tenancy.
- B. The Owner may not charge the Family or members thereof extra amounts for items customarily included in rent in the locality or provided at no additional cost to an unsubsidized tenant who resides at the Premises.

11.5. Security Deposit.

- A. The Owner may collect a security deposit from the Family.
- B. The Owner must comply with all District of Columbia laws and LRSP and DCHA requirements, which may change from time to time regarding security deposits from a tenant.
- C. When the Family moves out of the Contract Unit, the Owner, subject to District of Columbia law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid Tenant Rent, damages to the Contract Unit or other amounts which the Family owes under the lease. The Owner must give the Family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner must promptly refund the full amount of the balance to the Family.
- D. If the security deposit is not sufficient to cover amounts the Family owes under the lease, the Owner may seek to collect the balance from the Family. Notwithstanding anything contained herein to the contrary, Owner understands, acknowledges and agrees that DCHA is not responsible for any amounts owed by the Family regardless of whether the Owner is able to collect any amounts due and owing from the Family to Owner.

## **12. Overcrowded and Under-Occupied Units**

If DCHA determines that a Contract Unit is not decent, safe, sanitary or appropriately-sized because of either: (i) an increase in the Family size, thereby resulting in overcrowding of the Contract Unit, or (ii) a decrease in the Family size, thereby resulting in an under-occupied Contract Unit, under the DCHA's occupancy standards, Owner must offer the Family a suitable Contract Unit as soon as one becomes vacant and ready for occupancy, and require the Family to relocate to the appropriately-sized Contract Unit

## **13. Prohibition of Discrimination**

- A. The Owner may not refuse to lease Contract Units to, or otherwise discriminate against any person or Family in leasing of a Contract Unit, because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, and place of residence or business.
- B. The Owner may not refuse to lease Contract Units to, or otherwise discriminate against any Family in leasing a Contract Unit, because members of the Family are unwed parents, pregnant women, children born out of wedlock, or recipients of public assistance.
- C. The Owner must comply with the following requirements:
  - i. The Fair Housing Act (42 U.S.C. §§ 3610 – 3619) and implementing regulations at 24 CFR parts 100, et seq;
  - ii. Executive Orders 11063, 12259, and 12892 (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107;
  - iii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-4) (prohibition of discrimination in federally assisted programs) and implementing regulations at 24 CFR part 1;
  - iv. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 – 6107) and implementing regulations at 24 CFR part 146;
  - v. Section 504 of the Rehabilitation Act of 1973 implementing regulations at 24 CFR part 8;
  - vi. Executive Orders 11625, 12138, and 12432 (promoting minority and women's business enterprise);

- vii. Title II of the American with Disabilities Act (42 U.S.C. §§ 12101, *et seq.*) (prohibition of employment discrimination because of disability) and the fair housing advertising poster guidelines at 24 CFR part 110; and
  - viii. All applicable federal and District laws, rules and regulations.
- D. DCHA and the Owner must comply with the LRSP in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations, including any reviews or investigations by the District of Columbia.

#### **14. Owner Default and DCHA Remedies**

##### **14.1. Owner Default.**

Any of the following is a default by the Owner under the LTSC:

- A. The Owner has failed to comply with any obligation under the LTSC, including the Owner's obligations to maintain all Contract Units in accordance with HQS.
- B. The Owner has violated any obligation under any other housing assistance payments contract with DCHA, whether a housing assistance payments contract under DCHA's HCVP or any other LTSC under the Local Rent Supplement Program.
- C. The Owner has committed fraud or made false statement to DCHA in connection with the Agreement or the LTSC or a housing assistance payment contract under DCHA's HCVP.
- D. The Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal or local rent subsidy program.
- E. If the Owner has engaged in any drug-related criminal activity or any violent criminal activity.

##### **14.2. DCHA Remedies.**

- A. If DCHA determines that a breach has occurred, DCHA may exercise any of its rights or remedies under the LTSC, all applicable rules and regulations, and any and all remedies available at law or in equity.



- B. DCHA must notify the Owner in writing of such determination. The notice by DCHA to the Owner may require the Owner to take corrective action (as verified by DCHA) by a time prescribed in the notice.
- C. DCHA's rights and remedies under the LTSC include recovery of overpayments, termination or reduction of Rental Subsidy Payments, and termination of the LTSC as well as any other remedies available at law or in equity.

14.3. DCHA Remedy Is Not Waived.

DCHA's exercise or non-exercise of any remedy for breach of the LTSC is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**15. Termination of LTSC for Wrongful Selection of Contract Units**

The LTSC may be terminated upon 30 days written notice to the Owner by DCHA if DCHA determines that the Contract Units were not eligible for selection in conformity with LRSP requirements.

**16. Owner Duty to Provide Information and Access Required by DCHA**

16.1. Required Information.

The Owner must prepare and furnish any information pertinent to the LTSC as may reasonably be required from time to time by DCHA. The Owner shall furnish such information in the form and manner required by DCHA.

16.2. DCHA Access to Premises.

The Owner must permit DCHA or any other authorized representatives to have access to the Premises and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the Owner to the extent necessary to determine compliance with the LTSC, including the verification of information pertinent to the Rental Subsidy Payments, the Supportive Services, or the LTSC.

**17. DCHA and Owner Relation to Third Parties**

17.1. Legal Relationship.

The Owner is not the agent of DCHA. The LTSC does not create or affect any relationship between DCHA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with the implementation of the LTSC.

17.2. Exclusion of Third Party Claims.

Nothing in the LTSC shall be construed as creating any right of a Family or other third party to enforce any provision of the LTSC, or to assert any claim against DCHA or the Owner under the LTSC.

**18. Conflict of Interest**

18.1. Interest of Members, Officers, or Employees of DCHA, or Other Public Officials.

No present or former member or officer of DCHA (except tenant commissioners), no employee of DCHA who formulates policy or influences decisions with respect to the LRSP and no public official or member of a governing body or District legislator who exercises functions or responsibilities with respect to the LRSP, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the LTSC.

18.2. Disclosure.

The Owner has disclosed to DCHA any interest that would be a violation of the Agreement or the LTSC. The Owner must fully and promptly update such disclosures.

18.3. Interest of Member of or Delegate to Congress.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this contract or to any benefits arising from the LTSC.

**19. Exclusion from Local and Federal Programs**

19.1. Local and Federal Requirements.

The Owner must comply with and is subject to federal and District of Columbia requirements concerning debarment, suspension, and limited denial of participation.

19.2. Disclosure.

The Owner certifies that:

- A. The Owner has disclosed to DCHA the identity of the Owner and any Principal or Interested party.
- B. Neither the Owner nor any Principal or Interested party is on a District list or federal list of parties excluded from District or federal procurement and non-procurement programs; and none of such parties are debarred, suspended or subject to a limited denial of participation.

## **20. Transfer of the Contract or Property**

### **20.1. When Consent is Required.**

- A. The Owner agrees that neither the LTSC nor the Premises may be transferred without the advance written consent of DCHA in accordance with LRSP requirements.
- B. “Transfer” includes:
  - i. Any sale or assignment or other transfer of ownership, in any form, of the LTSC or the property;
  - ii. The transfer of any right to receive Rental Subsidy Payments that may be payable pursuant to the LTSC;
  - iii. The creation of a security interest in the LTSC or the property;
  - iv. Foreclosure or other execution on a security interest; or
  - v. A creditor’s lien, or transfer in bankruptcy.
- C. Owner may make any sale, assignment, or transfer of a passive, non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited liability company); provided that Owner provides written notification to DCHA within five (5) days of such transfer of interest. For any sale, assignment or transfer of any ownership interest in any general partner or managing member of a limited liability company, Owner shall obtain written consent from DCHA prior to any transfer of interest in any general partner or managing member.

### **20.2. Transferee Assumption of LTSC.**

No transferee (including the holder of a security interest, the security holder’s transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of rental subsidy payments pursuant to the LTSC, or to exercise any rights or remedies under the LTSC, unless DCHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to DCHA in accordance with LRSP requirements, to assume the obligations of the Owner under the LTSC, and to comply with all terms of the LTSC.

### **20.3. Effect of Consent to Transfer.**

- A. The creation or transfer of any security interest in the LTSC is limited to amounts payable under the LTSC in accordance with the terms of the LTSC.

- B. DCHA consent to transfer of the LTSC or the Premises does not change the terms of the LTSC in any way, and does not change the rights or obligations of DCHA or the Owner under the LTSC.
- C. DCHA's consent to transfer of the LTSC or the Premises to any transferee does not constitute consent to any further transfers of the LTSC or the Premises, including further transfers to any successors or assigns of an approved transferee.

20.4. When Transfer is Prohibited.

DCHA will not consent to the transfer if any transferee, or any principal or other interested party is debarred, suspended or subject to a limited denial of participation under District or federal law or is listed on a District or federal list of parties excluded from District or federal procurement or nonprocurement programs.

**21. Owner Disclosure of Other Government Assistance**

21.1. Limit of Payments.

Rental Subsidy under the LTSC must not be more than is necessary, as determined in accordance with LRSP requirements, to provide housing to Extremely Low Income households after taking account of such related assistance. DCHA will adjust in accordance with LRSP requirements the amount of the rental subsidy payments to the Owner to compensate in whole or in part for such related assistance.

**22. Notice and Owner Certifications**

Where either party is required to give notice pursuant to the LTSC, such notice shall be sent in writing via first class mail deposited with the U.S. Postal Service, via overnight delivery, via electronic mail or via facsimile. Any notices required herein shall be sent to the appropriate addresses listed below. The addresses set forth below may only be changed by written notice to the other party.

If to Owner:

Abrams Hall North, LP  
C/o Urban Atlantic Development, LLC  
7735 Old Georgetown Road – Suite 600  
Bethesda, MD 20814  
Attn: Lois Fried

With a copy to:

R4 ABDC Acquisition LLC  
780 Third Avenue, 16th Floor  
New York, NY 10017  
Attention: Marc D. Schnitzer

If to DCHA:

District of Columbia Housing Authority  
1133 North Capitol NE, Suite 100  
Washington, DC 20002  
Attn: Sr. Vice President, Housing Choice Voucher Program

With a Copy to:

District of Columbia Housing Authority  
1133 North Capitol Street, NE, Suite 210  
Washington, DC 20002  
Attn: Sr. Vice President, Office of the General Counsel

Any certification or warranty by Owner pursuant to the LTSC shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

**23. Indemnification**

Owner shall indemnify and hold harmless DCHA for any liability incurred as a result of any liability incurred by DCHA for acts or omissions made by Owner or its agents, employees, contractors or representatives in connection with this LTSC, including without limitation, violation by Owner or its agents, employees, contractors or representatives of any laws applicable to Owner or its agents, employees, contractors or representatives.

**24. Entire Agreement**

The Agreement to Enter Into Long Term Subsidy Contract (if entered into by the Owner and DCHA for development of new units or rehabilitation of existing units) and the LTSC, including the exhibits, constitute the entire agreement between DCHA and the Owner. Except as expressly provided for in this LTSC, no changes to the LTSC may be made except in writing, signed by both the Owner and DCHA.

**25. Additional Provisions (if any)**

Prior to execution of this LTSC, Owner shall provide to DCHA, for review and approval, any and all agreements executed in connection therewith the supportive services to be rendered under this LTSC.

**26. Counterparts**

This Long Term Subsidy Contract may be executed in counterparts, each of which shall be an original, but all of which shall constitute one agreement.

*Remainder of Page Left Blank Intentionally*

**District of Columbia Housing Authority  
Local Rent Supplement Program (LRSP)  
Long Term Subsidy Contract (LTSC)**

**IN WITNESS WHEREOF**, the Owner and DCHA have caused this Long Term Subsidy Contract to be executed and attested by their respective duly authorized representatives.

**OWNER:**

**ABRAMS HALL NORTH LP**  
a Delaware limited partnership

By: Abrams Hall North GP Member, LLC  
a Delaware limited liability company  
its General Partner

By: Abrams Hall North Developer, LLC  
a Delaware limited liability company  
its Managing Member

By: UA Abrams Hall North LLC  
a Delaware limited liability company  
Authorized Member

By: Urban Atlantic Development LLC  
a Delaware limited liability company  
its Manager

By: \_\_\_\_\_  
Lois S. Fried  
Managing Partner

**DISTRICT OF COLUMBIA HOUSING AUTHORITY**

By: \_\_\_\_\_

Name: **Tyrone Garrett**

Title: **Executive Director**

Date: \_\_\_\_\_



# Exhibit E

**Project Stages  
(Not Applicable)**

# Exhibit F

**Architect's Certificate**

August 19, 2020



Sharnitta Evans-Wilson  
District of Columbia Housing Authority  
1133 North Capitol Street NE, Suite 100  
Washington, DC 20002-7549

Re: Abrams Hall North LP

Dear Ms. Evans-Wilson:

My company is the design architect of record for the new construction of the buildings for the Abrams Hall North LP (the “Buildings”).

This letter is to state that to the best of my knowledge and belief, the Buildings will be constructed in accordance with the signed and sealed working drawings and specifications; and that the Buildings will comply with the federal housing quality standards (“HQS”), District of Columbia codes and ordinances, and zoning requirements.

Sincerely,

A handwritten signature in blue ink that reads 'David L. Banta'.

David L. Banta, AIA

Associate

Wiencek+Associates Architects+Planners

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# Exhibit G

**Davis Bacon Wage  
Schedule  
(To be Added)**