

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



Pursuant to section 202(c) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c), the following contract summary is provided:

COUNCIL CONTRACT SUMMARY

(Standard, tipping, retroactive without changes, and multiyear)

(A) Contract Number: DHCD LTFC No. 2025-50

Proposed Contractor: Jubilee Housing, Inc.

Proposed Contractor's Principals: Jim Knight, Executive Director

Contract Amount (Base Period): \$33,679,648

Unit and Method of Compensation: Draw Schedule

Term of Contract: 20 Years

Type of Contract: Long Term Funding Contract

Source Selection Method: Request for Proposals

(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:

The contract does not contain option years.

(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:

The Department of Housing and Community Development (DHCD) proposes providing a multiyear contract, authorized pursuant to the Reentry Housing and Services Program Act of 2021, D.C. Law 24-45, D.C. Official Code § 42-2231 ("Reentry Housing Act"), to Jubilee in the amount not to exceed \$1,400,000 during fiscal year 2025, and in the total amount of \$33,679,648 during the 20-

year contract period. Proceeds will be used by Jubilee to subsidize the rents and provide services to households with incomes at 30% of the median family income at the 18 permanently affordable reentry supportive housing units located at 1721-1725 Kalorama Road NW, Washington DC, in Ward 1.

- (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 February 2022, DHCD amended its Consolidated Request for Proposals for Affordable Housing Projects (“RFP”) issued on September 30, 2021 to add a funding source for sponsor-based reentry housing projects. In response to the amended RFP, Jubilee submitted a funding proposal for a project to be located at 1721 – 1725 Kalorama Road, NW (the “Project”) that will include 44 units of reentry supportive housing, of which 18 will be permanently affordable to households with incomes at 30% of the median family income, proposing to provide rent subsidies and supportive services to the 18 permanently affordable reentry supportive housing units.

Upon review of the Project, DHCD determined that the Project proposal had high merit. As such, DHCD selected the Project for further underwriting due to the vulnerable population the Project will serve.

- (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:** DHCD did not receive a bid protest as it relates to the Project.

- (F) A description of any other contracts the proposed contractor is currently seeking or holds with the District:**

The proposed contractor does not hold any other contracts with the District.

- (G) 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 owner of Jubilee KEB will be an affiliate of Jubilee. Jubilee will enter into the contract with DHCD as the owner of Jubilee KEB. Based on DHCD review of Jubilee, Jubilee has satisfactory prior performance on agreements with the Department of Housing and Community Development.

- (H) 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:**

Jubilee has entered into a Certified Business Enterprise (CBE) agreement with the Department of Small and Local Business Development (DSLBD) regarding the Project and is bound to all of the requirements reflected the CBE agreement executed as of June 7, 2023.

- (I) Performance standards and the expected outcome of the proposed contract:**
Funds provided under this contract will be used as rent subsidy and supportive services funding for the 18 permanently affordable housing units at 30% median family income at the Project. Exhibit H of the contracts provides the DHCD processes in place to ensure performance at the Project.
- (J) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval: \$0**
- (K) 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:**
A funding certification for this Project is attached.
- (L) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**
A legal sufficiency certification from the District of Columbia Office of the Attorney General is attached.
- (M) 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 its 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):**
A certificate of clean hands for Jubilee Housing, Inc. dated February 3, 2025, is attached.
- (N) 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:**
Jubilee Housing, Inc. has provided the attached verification that it is current with its federal taxes.
- (O) (1) A certification that the proposed contractor has been determined not to be in violation of section 334a of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011, D.C. Official Code § 1-1163.34a; and (2) A certification from the proposed contractor that it currently is not and will not be in violation of section 334a of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011, D.C. Official Code § 1-1163.34a:**
Jubilee Housing, Inc. has provided the attached verification that it is not and will not be in violation of section 334a of the Board of Ethics and Government Accountability Establishment Comprehensive Ethics Reform Amendment Act.

- (P) 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.:**
Jubilee is not a certified local, small, or disadvantaged business enterprise.
- (Q) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**
None
- (R) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**
The proposed contractor is not currently debarred from providing services or goods to the District or federal government. A nondebarment affidavit dated November 2024 is attached.
- (S) Any determination and findings issues relating to the contract’s formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):** None
- (T) Where the contract, and any amendments or modifications, if executed, will be made available online:**
The contract summary will be available at www.dhcd.dc.gov.
- (U) Where the original solicitation, and any amendments or modifications, will be made available online:**
The original solicitation and any amendments or modifications are available at www.dhcd.dc.gov.



Date of Notice: February 3, 2025

Notice Number: L0013149573

JUBILEE HOUSING INC
1631 EUCLID ST NW # P-5
WASHINGTON DC 20009-5628

FEIN: **-***6261
Case ID: 18441260



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 Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
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

JUBILEE HOUSING Inc.

WE FURTHER CERTIFY that the domestic entity is formed under the law of the District on 10/25/1973 ; 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 entity has not been dissolved. 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 10/24/2024 9:33 AM

Business and Professional Licensing Administration



Rebecca Janovich

REBECCA JANOVICH
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: onpK23sj


Government of the District of Columbia
Office of the Chief Financial Officer



Glen Lee
Chief Financial Officer

MEMORANDUM

TO: The Honorable Phil Mendelson
Chairman, Council of the District of Columbia

FROM: Glen Lee
Chief Financial Officer 

DATE: February 6, 2025

SUBJECT: Fiscal Impact Statement – Multiyear Contract No. DHCD-2025-50 with Jubilee Housing, Inc. Emergency Approval Act of 2025

REFERENCE: Draft Bill as provided to the Office of Revenue Analysis on January 31, 2025

Conclusion

Funds are sufficient in the fiscal year 2025 through fiscal year 2028 budget and financial plan to implement the bill.

Background

The bill authorizes the Director of the Department of Housing and Community Development (DHCD) to enter into a 20-year funding contract between Jubilee Housing, Inc. (“Recipient”) and DHCD, to support the development and operation of an affordable rental housing project¹ with support services for formerly incarcerated residents.

The bill limits the total contract amount to \$33.68 million over 20 years. The draft contract is subject to the availability of appropriated funds throughout the life of the contract. Provided there are sufficient appropriated funds in a given year, DHCD will make disbursements to the Recipient for eligible expenses not to exceed the maximum annual amounts outlined in Exhibit B of the draft contract. The maximum annual amount for Fiscal Year 2025 is \$1.4 million and grows each year to \$2 million in Fiscal Year 2044.

¹ The development is called Jubilee KEP Apartments, located at 1721-1725 Kalorama Road, N.W.

The Honorable Phil Mendelson

FIS: "Multiyear Contract No. DHCD-2025-50 with Jubilee Housing, Inc. Emergency Approval Act of 2025",
Draft bill as provided to the Office of Revenue Analysis on January 31, 2025.

Financial Plan Impact

Funds are sufficient in the fiscal year 2025 through fiscal year 2028 budget and financial plan to implement the bill. DHCD currently has sufficient recurring funds in the financial plan period to meet the annual maximum payment amounts in Exhibit B of the draft contract. The availability of funds for the contract is subject to annual appropriations and continued inclusion in the budget and financial plan. Maximum authorized disbursements during the current financial plan period are in the chart below.

Multiyear Contract No. DHCD-2025-50 with Jubilee Housing, Inc. Emergency Approval Act of 2025 Fiscal Impact FY 2025- FY 2028 (\$ in thousands)					
	FY 2025	FY 2026	FY 2027	FY 2028	Four-Year Total
Maximum authorized disbursements per contract	\$1,400	\$1,427	\$1,454	\$1,481	\$5,762

**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: Dept. Housing and Community Development Agency Code:
 Using Agency: Dept. Housing and Community Development Agency Code:
 Loan/Grant/Lease Sub-recipient Name: Jubilee Housing, Inc.

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

Project Managers: Lisa Williams Telephone Number: (202) 442-7250

TYPE OF DOCUMENT SUBMITTED

1. <input type="checkbox"/> Loan/Grant/Lease Modification	4. <input checked="" type="checkbox"/> Written or Informal Contract with: <i>Jubilee Housing, Inc.</i>
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	6. <input type="checkbox"/> Other: _____

LOAN/GRANT TYPE

1. <input type="checkbox"/> Loan Price	4. <input type="checkbox"/> Cost Reimbursement
2. <input type="checkbox"/> Grant:	5. <input type="checkbox"/> Time and Material
3. <input type="checkbox"/> Task Order	6. <input type="checkbox"/> Advance Payment

GRANT/LOAN/LEASE INFORMATION

Grant/Loan/Lease No. : DHCD Amount: \$1,400,000 in Locally Appropriated Funds

Interest Rate: n/a

Does this Grant/Loan Amount exceed \$1 million: Yes No

If yes, please attach a copy of the DC Council approval and provide the following information:

Date received: N/A Date approved:

LEASE INFORMATION

Lease No.: N/A Total Cost
 Location: _____ Annual Cost
 Sq. Ft. Leased: _____ Cost Per Sq. Ft.
 Total Bldg. Sq. Ft.: _____ % Sq. Ft. Leased By D.C.

BRIEF DESCRIPTION OF GRANT/LOAN/LEASE

SOURCE OF FUNDING

1. <input checked="" type="checkbox"/> Appropriated	4. <input type="checkbox"/> Intra-District
2. <input type="checkbox"/> Capital	5. <input type="checkbox"/> Inter-Jurisdictional
3. <input type="checkbox"/> Grant ()	6. <input type="checkbox"/> Other:

If procurement action is funded by grant or other non-capital or non-appropriated funds, will the District need to expend some portion of its funds prior to receiving funds from the grantor or other funding source?

Yes No N/A

If Yes, indicate the amount the District will need to expend and the percentage this amount represents of the total funds required to support the effort. District Funds \$

% N/A.

CRITICAL ISSUES ASSOCIATED WITH GRANT/LOAN ACTION

1. Is this Grant/Loan one of multiple (more than one) Grants/Loans for similar goods, services, etc., awarded by the Agency to this subrecipient, or related entity, within the last twelve (12) months?

Yes No

2. Have reserved funds been obligated for payment? (If Yes, ensure documentation is included in Grant/Loan File).

Yes No

3. Is the File complete? (If Yes, please attach pertinent documentation).

Yes No

4. Is the subrecipient a successor to or affiliated with another individual or business that has Grant/Loan with the Agency?

Yes No

If Yes, name of Predecessor/Affiliate: *An affiliate of Jubilee Housing, Inc. owns the Jubilee KEB site but has not been involved in the development of other DHCD-supported projects. Note that Jubilee has been involved in the development of other DHCD-supported projects.*

5. Is a former District employee an owner, officer, or affiliate of the subrecipient?

Yes No

If Yes, Name and Affiliation: *N/A*

Please discuss any other critical issues such as time constraints; health and safety issues; or financial/revenue production issues that should be known. *N/A*


FUTURE INFORMATION/DOCUMENTATION TO BE SUBMITTED TO AUTHORITY

IF Grant/Loan IS AWARDED

1. <input type="checkbox"/> Award Date	4. <input type="checkbox"/> Claims By/Against Grant/Loan
2. <input type="checkbox"/> Expiration Date	5. <input type="checkbox"/> Certified Completion Date
3. <input type="checkbox"/> Amendments	6. <input type="checkbox"/> Final Payment Date

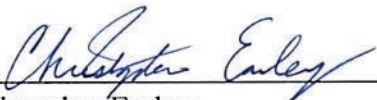
CERTIFICATIONS

I certify that this multi-year contract authorized pursuant to the Reentry Housing and Services Program Act of 2021, D.C. Law 24-45, D.C. Official Code § 42-2231 ("Reentry Housing Act"), will be made to Jubilee in the amount not to exceed \$1,400,000 during fiscal year 2025, and DHCD understands that the DC Council intends to appropriate monies in addition to those authorized by the Reentry Housing Act to fund the contract for a term of twenty (20) years, such that a certification can be made that the amount of the multi-year contract does not exceed appropriated funds. Contract proceeds will be used by Jubilee to subsidize the rents and provide services to the 18 permanently affordable re-entry supportive housing units located at 1721-1725 Kalorama Road NW, Washington DC (as described on the legal description), in Ward 1, and is in compliance with the applicable Federal and District of Columbia Regulations and DHCD's policies and procedures.


_____ on behalf of
Colleen Green
Director, DHCD

December 5, 2024

Date



Christopher Earley
Deputy Director, DHCD

December 7, 2024

Date

I have reviewed this Project's budget and determined that it is within the District's Financial Plan and Budget for FY 2025 and that funds are available to support the action.

Bethany Spooner Digitally signed by Bethany Spooner
Date: 2024.12.05 09:26:54 -05'00'

Beth Spooner
Agency Fiscal Officer, DHCD

Date

DETERMINATION

I have reviewed this Project's budget and have determined that it is within the District's Financial Plan and Budget for FY 2025 and that funds are available to support the action.



Abukar Abdirahman Digitally signed by Abukar
Abdirahman
Date: 2024.12.05 17:19:40 -05'00'

Leroy Clay, III
Associate Chief Financial Officer
Economic Development and Regulation Cluster

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL



BRIAN L. SCHWALB
ATTORNEY GENERAL

Legal Counsel Division

MEMORANDUM

TO: Tomás Talamante
Director
Office of Policy and Legislative Affairs

FROM: Adele El-Khoury
Deputy Attorney General
Legal Counsel Division

DATE: February 5, 2025

SUBJECT: Legal Sufficiency Review of the Multiyear Contract No. DHCD-2025-50 with Jubilee Housing, Inc. Emergency Approval Act of 2025 and an Accompanying Emergency Declaration Resolution
AE-25-086

This is to Certify that the Office of the Attorney General has reviewed the “Multiyear Contract No. DHCD-2025-50 with Jubilee Housing, Inc. Emergency Approval Act of 2025” and the accompanying “Multiyear Contract No. DHCD-2025-50 with Jubilee Housing, Inc. Approval Emergency Declaration Resolution of 2025” and determined that they are legally sufficient. If you have any questions, please do not hesitate to call me at (202) 262-6402.

Adele El-Khoury

Adele El-Khoury

**Department of Housing and Community Development
Reentry Housing and Services Program
Long Term Funding Contract (LTFC)
Contract No.
2025-50**

LONG TERM FUNDING CONTRACT

This Long Term Funding Contract (“Contract” or “LTFC”) is entered into between the **Department of Housing and Community Development (“DHCD”)** and **Jubilee Housing, Inc.**, a District of Columbia nonprofit corporation (“**Qualified Recipient**”).

Recitals

This Agreement is entered into pursuant to the District of Columbia's Reentry Housing and Services Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*), the District of Columbia Reorganization Plan No. 3 of 1975 and the District of Columbia Reorganization Plan No. 3 of 1975 and the Reentry Housing and Services Program Act of 2021, D.C. Law 24-45, D.C. Official Code §§ 42-2231 - 42-2232 (2024)., as amended or as provided in subsequent appropriation authority of the District of Columbia (the “Act”).

The Program has been established to provide funding for development and operation of rental housing, designed primarily to help formerly incarcerated residents of the District of Columbia to maintain housing, including coordination or case management, physical and mental health support services, substance use management and recovery support, job training, literacy and education, youth and children’s programs, and money management skills. Now therefore, the Owner and DHCD enter into this LTFC, which will allow the Owner to receive Program payments from the DHCD in accordance with the following terms and conditions.

1. General Provisions

1.1. Contract Information and Description of Property.

A. Parties. The parties to this Long Term Funding Contract (“Contract” or “LTFC”) are the District of Columbia Department of Housing and Community Development and Qualified Recipient.

B. Property Name: Jubilee KEB Apartments

C. Property Address: 1721- 1725 Kalorama Road, NW, Washington DC 20009.

D. Project: Development of Jubilee KEB Apartments

D. Contents of the Contract: This is a LTFC between DHCD and Qualified Recipient for the Program as defined below in Section 2. The LTFC consists of this contract and the following exhibits:

Exhibit A: Property Description

Exhibit B: Projected Program disbursement schedule

Exhibit C: Statement of Work and Eligible Activities (permitted uses of proceeds)

Exhibit D: Project Development Budget

Exhibit E: Property Insurance Requirements

Exhibit F: DHCD Monitoring Requirements and DHCD Monitoring Details for KEB

1.2. [Reserved]

1.3. Term of LTFC.

1.3.1. Beginning Term: February ___, 2025

1.3.2. Length of Term: **20 years**

- A. The length of the term of this LTFC is twenty (20) years, subject to availability, as determined by DHCD in accordance with the Act and rules and regulations, applicable to the Program, of sufficient appropriated funds from the District of Columbia to make Funding Payments (as defined in Section 2 below) in accordance with this LTFC and compliance by Qualified Recipient with the terms of this LTFC, and the rules, regulations and laws applicable to the Program.
- B. Subject to the availability of sufficient appropriated funds from the District of Columbia and Qualified Recipient's compliance with the terms of this LTFC and all applicable laws, rules, and regulations applicable to the Program, After expiration of the term, Qualified Recipient may request in writing that DHCD provide subsequent renewals of the term of the LTFC.
- C. If sufficient appropriated funds are not available at any time during the term of this LTFC, DHCD will not make Funding Payments during such period of unavailability of appropriated funds.
- D. Any renewal of this LTFC is subject to the availability of funds from the District of Columbia and the Owner's compliance with the terms of this LTFC and all applicable laws, rules and regulations.

1.4. Affordability Requirement of LTFC.

1.4.1 Affordability Period: **40 years**

- A. During the Affordability Period, each residential unit shall be reserved for and leased to the Target Population at the applicable household income limit for such unit and at rents that are affordable pursuant to the Affordable Housing Covenant

2. Definitions

Affordable Housing Covenant. That certain Affordable Housing Covenant by KEB Owner for the benefit of DHCD, which sets forth Borrower's covenants to rent the Affordable Units to qualified tenants in accordance with the Program requirements and the LTFC, which agreement shall be recorded against the Property as a covenant running with the land.

Area Median Income ("AMI"). The median household income for the Washington Metropolitan Statistical Area, adjusted for smaller and larger families, as set forth in the periodic calculation provided by the United States Department of Housing and Urban Development ("HUD").

Extremely Low Income. Having household income at or below 30% of AMI.

Funding Payments. Payments made by DHCD to Qualified Recipient in accordance with Section 5.3 hereof.

KEB Owner. Jubilee KEB Apartments LP, a limited partnership formed under the laws of Washington, DC.

KEB Property. a housing project to be known as "Jubilee KEB Apartments" located at 1721- 1725 Kalorama Road, NW, Washington DC 20009.

Low Income. Having household income at or below 60% of AMI.

LTFC. This long term contract between DHCD and Qualified Recipient. The LTFC consists of the contract and the exhibits referenced in Section 1.1.

Ontario Owner. Jubilee Ontario Place LP, a limited partnership formed under the laws of Washington, DC.

Ontario Property. a housing project to be known as Ontario Place Apartments, located at 2400 Ontario Road NW, Washington, DC 20009.

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

Program. District of Columbia's Reentry Housing and Services Program (hereinafter referred to as the "Program"), pursuant to the District of Columbia Community Development Act of 1975 (D.C. Official Code § 6-1001 *et seq.*), the District of Columbia Reorganization Plan No. 3 of 1975 and the District of Columbia Reorganization Plan No. 3 of 1975 and the Reentry Housing and Services Program Act of 2021, D.C. Law 24-45, D.C. Official Code §§ 42-2231 - 42-2232 (2024).

Project Owner. the KEB Owner.

Returning Citizens. Previously incarcerated individuals who are residents of the District of Columbia.

Target Population. Extremely Low Income, Very Low Income and Low Income Returning Citizens.

Very Low Income. Having household income at or below 50% of AMI.

3. Purpose

- A. This is an LTFC between DHCD and the Qualified Recipient.
- B. The purpose of the LTFC is to provide Program funding for use in developing and operating the Project, and services, for the benefit of members of the Target Population.

4. Documentation, Records and Suspension

- A. All costs and obligations for which Funding Payments are expended under this Agreement must be supported by source documentation, to include but not limited to, invoices, certified payroll reports, and contracts evidencing costs of the Project operation and resident services. Qualified Recipient must satisfy all documentary requirements to the reasonable satisfaction of the DHCD.
- B. Records Maintenance. The Qualified Recipient shall or shall cause each Project Owner to retain all records pertinent to this agreement for a period of three (3) years after funding closeout. Notwithstanding the foregoing, if any litigation, claim or audit is initiated before the expiration of the 3-year period, those records shall be retained for a period of not less than three (3) years after completion of the actions and resolution of all proceedings involving the records.
- C. Client Data Files. Qualified Recipient shall or shall cause Project Owner to ensure data files are maintained in a secure manner to prevent disclosure of information that is protected under applicable privacy laws.
- D. Access to Records. All Qualified Recipient or Project Owner books, accounts, records, reports, files and papers pertaining to any matter covered by this Agreement or the use of the Funding Payments shall be made available to the DHCD, its designee, representatives of the Inspector General of the District of Columbia or the D.C. Auditor at any time during normal business hours and upon reasonable advance notice, as often as the Department deems necessary, to audit, monitor, examine, and make excerpt or transcripts of all relevant data.
- E. In the event that the Qualified Recipient or Project Owner has not demonstrated satisfactory performance or financial accountability or is not in compliance with this Agreement and applicable District laws and regulations, DHCD may, at its discretion, suspend funding to Qualified Recipient.

5. Funding Payments

5.1 [Reserved]

5.2 Program Disbursement Limits.

- A. Notwithstanding any other provision of the LTFC, the Funding Payments paid to Qualified Recipient may in no event exceed the amount authorized in accordance with the rules, regulations and laws applicable to the Program.
- B. DHCD has the right to reduce the Funding Payments to Qualified Recipient, at any time, to correct any errors in disbursement in accordance with Program requirements. DHCD may recover any overpayment from Qualified Recipient.
- C. Notwithstanding anything contained in this Agreement to the contrary, DHCD's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code § 47- 105 (2001 ed.). No provision contained in this Agreement shall be construed as a multi- year financial obligation to the Qualified Recipient on the part of the District so as to cause a violation of the Anti-Deficiency Act.

5.3. Payments to Qualified Recipient.

5.3.1. DHCD agrees to make Funding Payments to Qualified Recipient, in accordance with this LTFC and the laws, rules and regulations applicable to the Program during the LTFC term, not to exceed the least of (i) amounts provided in **Exhibit B** and (ii) Qualified Recipient's request, and proceeds shall only be expended in payment costs and expenses consistent with the Statement of Work and Eligible Activities at **Exhibit C** and shall be held in a non interest-bearing account by Qualified Recipient or KEB Owner until expended, and (iii) \$700,000.00 (in any year prior to the first twelve month anniversary of KEB Property initial tenancy).

- A. To receive Funding Payments in accordance with this LTFC, the Qualified Recipient must comply with all provisions of this LTFC and the rules, regulations, and laws applicable to the Program. Unless the Qualified Recipient and Project Owner comply with all provisions of the LTFC and the rules, regulations and laws applicable to the Program, the Qualified Recipient does not have a right to receive Funding Payments from DHCD.
- B. If DHCD determines that the Qualified Recipient is not entitled to the payment of any part of the Funding Payments, DHCD, 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 Qualified Recipient, including amounts due under this LTFC.
- C. The Qualified Recipient will notify DHCD promptly of any change of circumstances that would affect the amount of the Funding Payments payable from DHCD to Qualified Recipient, and will return any payment that does not conform to the changed circumstances.

5.3.2. Payment of Rent.

DHCD is not responsible for paying any part of tenant rent that may be or become due to Project Owner, or for paying any other claim by the Project Owner against a tenant.

DHCD is only responsible for paying the Funding Payments to Qualified Recipient in accordance with this LTFC in accordance with this LTFC and rules, regulations and laws applicable to the Program.

5.4. Performance Evaluation/Termination of Assistance/Default

In order to assess LTFC performance, DHCD will monitor funded activities to ensure that the Program requirements applicable to the Property are achieved. Monitoring and evaluation shall include, but not be limited to on-site inspections and review of Property records.

- A. Availability of Records. All records relating to any matter covered by this Agreement shall be made available to DHCD, or its designee, or any representative of the District of Columbia Auditor or Office of the Inspector General at any time during normal business hours and upon reasonable advance notice, as often as DHCD deems necessary to audit, monitor, examine and make excerpt or transcripts of all relevant data.
- B. Suspension or Termination of Assistance. Suspension or termination of Funding Payments may occur according to the Default provision in subsection C below in the event that DHCD, in its sole and reasonable discretion, is not satisfied with the best efforts by the Qualified Recipient to cure any default in a timely manner.
- C. Default. Material failure by the Qualified Recipient or the Project Owner, and their agents to comply fully with the terms, conditions and covenants of this Agreement, or any other agreements executed as part of, related to or as a direct consequence of this Agreement, as such material failure is determined in the sole and reasonable discretion of DHCD, shall constitute a default hereunder.

If a default is not cured or remedied according to a time limit established by DHCD in its sole and reasonable discretion, but in no event less than thirty (30) days of written notice to the Qualified Recipient, such default shall result in the termination and suspension of any further disbursement of any Funding Payments in the possession of the Qualified Recipient. In addition, DHCD may utilize any and all available legal and equitable remedies, provided that Qualified Recipient will have additional time to cure any default that is not susceptible to cure within 30 days, so long as it has commenced and is diligently pursuing such cure. Any partner or member of a Project Owner has the right to cure a default on the same terms as the Qualified Recipient.

- D. Reversion to DHCD of Assistance. Upon default by the Qualified Recipient or the Project Owner under the terms of Section C above, which has not been cured in accordance with the time periods provided in Section C, the Qualified Recipient shall transfer, or shall cause the Project Owner to transfer, to DHCD, upon receipt of DHCD's written request, any Program funds in its possession, or in the possession of the Project Owner, (whether or not committed) and any accounts receivable attributable to the use of the Program funds.

Moreover, upon expiration of the term of this Agreement, or other termination of this Agreement, the Qualified Recipient shall transfer, or shall cause the Project Owner to transfer, any unspent, excess or surplus Program funds to DHCD upon request.

E. Waiver. DHCD's delay or failure to act with respect to a breach by the Qualified Recipient or the Project Owner does not waive DHCD's right to act with respect to subsequent or similar breaches. The failure of DHCD to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

F. Assumption of Agreement. Notwithstanding the foregoing, in the event of insolvency of Qualified Recipient, or default hereunder, prior to DHCD suspension or termination of Funding Payments, KEB Owner and any first lien mortgage lender for the KEB Property ("KEB Lender") shall be permitted an opportunity to cure any such default, and any said curing party shall be further permitted to obtain assumption of this Agreement by a nonprofit organization, active in provision of affordable housing in the District of Columbia, reasonably acceptable to DHCD, for the purpose of ensuring continuation of funding to the Property.

6. Adjustment and Limitations of Payments to Qualified Recipient

6.1. Subject to the availability of funds appropriated and received from the District of Columbia, upon the Qualified Recipient satisfying all requirements of DHCD for receipt of Funding Payments, including all applicable laws, Program requirements, rules and regulations applicable to the Program, including the rules and regulations applicable to the Program, DHCD's obligation to provide funding for years following the initial year of this LTFC shall be subject to the availability of appropriations in each subsequent fiscal year. If sufficient funds are not available during the term of this agreement, the DHCD shall advise Qualified Recipient in writing at least 30 days prior to the beginning of the next fiscal year. If appropriated funding is available for the next fiscal year, subject to satisfactory LTFC performance as determined by DHCD, funds for the next fiscal year shall be disbursed in the amounts and on the dates provided in **Exhibit B** hereto.

6.2 Maximum Payment.

In addition to limitations contained in Section 5.3.1 hereof, Funding Payments, as may be adjusted from time to time by DHCD in accordance with this LTFC, may at no time exceed the amounts provided in **Exhibit B** hereto, said exhibit providing the schedule of maximum Funding Payments that may be received.

6.3. No Special Adjustment.

DHCD will not make any special adjustments of Funding Payments.

6.4. Owner Compliance with the LTFC.

DHCD shall not approve, and the Qualified Recipient shall not receive, any increase of Funding Payments other than in strict accordance with this LTFC.

6.5. District Funding Availability. Qualified Recipient hereby acknowledges and agrees that DHCD's obligations under this LTFC are subject to the availability of sufficient appropriations from the District of Columbia. If there is a reduction in appropriations to the Program that will result in a reduction of Funding Payments to Qualified Recipient. DHCD will provide written notice of such reduction to the Qualified Recipient.

7. Owner Responsibility

The Qualified Recipient is responsible for providing or causing to be provided services to the Target Population, which may include on-site services in connection with helping tenants maintain housing, including coordination or case management, physical and mental health support, substance use management and recovery support, job training, literacy and education, youth and children's programs, and money management.

8. Qualified Recipient Certifications

Qualified Recipient certifies that at all times during the term of the LTFC:

- A. All Project units will be maintained in good, safe, sanitary, and tenantable conditions.
- B. The Project Owner shall provide, or cause to be provided, all the services, maintenance and utilities as agreed to under the LTFC and the leases with residential tenants.
- C. Each residential unit shall have an automatic sprinkler system or smoke detectors in proper condition in compliance with the Fire Administration Authorization Act of 1992.
- D. Each residential unit and the Project shall be in compliance with all applicable Lead-Based Paint regulations.
- E. The Project Owner has complied and will continue to comply with all applicable federal and local laws, regulations, and other requirements.

9. Prohibition of Discrimination

- A. The Project 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.

B. DHCD and the Project Owner must comply with the Program 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.

10. Duty to Provide Information and Access Required by DHCD

10.1. Required Information.

Qualified Recipient must prepare or obtain and furnish any information pertinent to the LTFC as may reasonably be required from time to time by DHCD. Qualified Recipient shall furnish such information in the form and manner required by DHCD.

10.2. DHCD Access to Project.

Qualified Recipient must permit DHCD or any other authorized representatives to have access to any books, documents, papers, and records of the to the extent necessary to determine compliance with the LTFC, including the verification of information pertinent to the use of Funding Payments, services provided to the Target Population, or this LTFC.

11. DHCD and Owner Relation to Third Parties

11.1. Legal Relationship.

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

11.2. Exclusion of Third Party Claims.

Nothing in the LTFC shall be construed as creating any right of a tenant or other third party to enforce any provision of the LTFC, or to assert any claim against DHCD, the Qualified Recipient or the Project Owner.

12. Conflict of Interest

12.1. Interest of Members, Officers, or Employees of DHCD, or Other Public Officials.

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

12.2. Disclosure.

Qualified Recipient has disclosed to DHCD any interest that would be a violation of the Agreement or the LTFC. Qualified Recipient must fully and promptly update such disclosures.

12.3. 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 LTFC.

13. Exclusion from Local and Federal Programs

13.1. [Reserved]

13.2. Disclosure. Qualified Recipient certifies that neither the Qualified Recipient nor Project Owner nor any Principal thereof is on a District list or federal list of parties excluded from District or federal procurement and nonprocurement programs.

14. Nonassignability and Organizational Changes.

14.1. Qualified Recipient shall not sell, assign, pledge (except to KEB Lender) or otherwise transfer any of its interest in this Agreement without the prior written consent of the District.

14.2. The Qualified Recipient shall notify DHCD in writing within thirty (30) days of change, amendment, modification or alteration of its corporate charter, by-laws, non-profit status, organization, governance, or any other matter affecting its status or operations during the term of this Agreement.

15. Administrative Requirements. The Qualified Recipient shall comply with and shall cause the Project Owner to comply with all uniform administrative requirements as deemed applicable by DHCD, to include but not limited to 2 CFR part 200. Qualified Recipient shall also comply with and shall cause the Project Owner to comply with all administrative standards and program requirements established by DHCD, in addition to the monitoring requirements listed in Exhibit F.

16. Notice and Certifications

Where either party is required to give notice pursuant to the LTFC, 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.

NOTICE TO DHCD:

District of Columbia Department of Housing and Community
Development 1909 Martin Luther King Jr. Avenue, S.E.
Washington, D.C. 20020
Attn: Director

with a copy to:

District of Columbia Department of Housing and Community
Development 1909 Martin Luther King Jr. Avenue, S.E.
Washington, D.C. 20020
Attn: General Counsel

NOTICE TO THE QUALIFIED RECIPIENT:

Jubilee Housing, Inc.
1631 Euclid St. NW #P-5
Washington, DC 20009
Attn: James Knight

with a copy to:

c/o Red Stone Equity Partners, LLC
90 Park Avenue, 28th Floor
New York, NY 10016
Attention: General Counsel and President

17. Indemnification

Qualified Recipient, for itself and its successors and assigns, does hereby agree to and shall hold harmless and indemnify DHCD from and against any and all losses, claims, or injuries, arising from this LTFC, except for losses, claims or injuries caused by the gross negligence of DHCD, its designees or representatives.

18. Entire Agreement

This LTFC, including the exhibits, constitute the entire agreement between DHCD and the Qualified Recipient. Except as expressly provided for in this LTFC, no changes to the LTFC may be made except in writing, signed by both the Qualified Recipient and DHCD.

19. Counterparts

This Long Term Funding 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

**Department of Housing and Community Development
Reentry Housing and Services Program
Long Term Funding Contract (LTFC)**

IN WITNESS WHEREOF, the Qualified Recipient and DHCD have caused this Long Term Funding Contract to be executed and attested by their respective duly authorized representatives.

QUALIFIED RECIPIENT:

WITNESSED/ATTESTED BY:

**JUBILEE HOUSING, INC.,
a District of Columbia nonprofit corporation**

By: _____
**James Knight
President**

Secretary

(CORPORATE SEAL)

CONSENTED TO BY JUBILEE KEB APARTMENTS LP

PROJECT OWNER:

**JUBILEE KEB APARTMENTS LP,
a District of Columbia limited partnership**

By: **Jubilee KEB GP LLC,
a District of Columbia limited liability
company,
its General Partner**

By: _____
**James Knight
Executive Manager**

**Department of Housing and Community Development
Reentry Housing and Services Program
Long Term Funding Contract (LTFC)**

WITNESSED BY:

DISTRICT OF COLUMBIA, a municipal corporation, acting by and through the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

Name: _____

By: _____ (Seal)

**Colleen Green
Director**

Date

**Approved as to Legal
Sufficiency**

Office of the General
Counsel
Department of Housing
and Community
Development

Date

EXHIBIT A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE DISTRICT OF COLUMBIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT NUMBERED NINETY-SEVEN (97) IN THE COMBINATION MADE IN SQUARE NUMBERED TWENTY-FIVE HUNDRED SIXTY-THREE (2563) BY THE MERIDIAN HILL BAPTIST CHURCH, AS PER PLAT RECORDED IN THE OFFICE OF THE SURVEYOR FOR THE DISTRICT OF COLUMBIA IN LIBER 151 AT FOLIO 110.

PROPERTY ADDRESS FOR INFORMATIONAL PURPOSES ONLY: 1721 KALORAMA ROAD, N.W., (AKA 2324 ONTARIO ROAD, N.W.), WASHINGTON D.C. 20009

EXHIBIT B

PROJECTED DISBURSEMENT SCHEDULE

Subject to appropriated funding availability for each fiscal year and agreement compliance as determined by the DHCD.

	FY 2025: 2/28/2025	\$ 700,000
	FY 2025: 5/1/2025	\$ 700,000
	FY 2026: 11/1/2025	\$ 713,300
	FY 2026: 5/1/2026	\$ 713,300
	FY 2027: 11/1/2026	\$ 726,853
	FY 2027: 5/1/2027	\$ 726,853
	FY 2028: 11/1/2027	\$ 740,663
	FY 2028: 5/1/2028	\$ 740,663
	FY 2029: 11/1/2028	\$ 754,735
	FY 2029: 5/1/2029	\$ 754,735
	FY 2030: 11/1/2029	\$ 769,075
	FY 2030: 5/1/2030	\$ 769,075
	FY 2031: 11/1/2030	\$ 783,688
	FY 2031: 5/1/2031	\$ 783,688
	FY 2032: 11/1/2031	\$ 798,578
	FY 2032: 5/1/2032	\$ 798,578
	FY 2033: 11/1/2032	\$ 813,751
	FY 2033: 5/1/2033	\$ 813,751
	FY 2034: 11/1/2033	\$ 829,212
	FY 2034: 5/1/2034	\$ 829,212
	FY 2035: 11/1/2034	\$ 844,967
	FY 2035: 5/1/2035	\$ 844,967
	FY 2036: 11/1/2035	\$ 861,022
	FY 2036: 5/1/2036	\$ 861,022
	FY 2037: 11/1/2036	\$ 877,381
	FY 2037: 5/1/2037	\$ 877,381
	FY 2038: 11/1/2037	\$ 894,051
	FY 2038: 5/1/2038	\$ 894,051
	FY 2039: 11/1/2038	\$ 911,038
	FY 2039: 5/1/2039	\$ 911,038
	FY 2040: 11/1/2039	\$ 928,348
	FY 2040: 5/1/2040	\$ 928,348
	FY 2041: 11/1/2040	\$ 945,987
	FY 2041: 5/1/2041	\$ 945,987
	FY 2042: 11/1/2041	\$ 963,960
	FY 2042: 5/1/2042	\$ 963,960
	FY 2043: 11/1/2042	\$ 982,276
	FY 2043: 5/1/2043	\$ 982,276
	FY 2044: 11/1/2043	\$ 1,000,939
	FY 2044: 5/1/2044	\$ 1,000,939

EXHIBIT C

STATEMENT OF WORK AND ELIGIBLE ACTIVITIES

Payment of development and operating costs of the KEB Property

- Payment of construction and development costs of the KEB Property
- Payment of operating and maintenance expenses (and reserves therefor) of the KEB Property;

Payment for services to the Target Population

- Payment of KEB Owner asset management and development fees;
- Payment of costs and expenses of Social Services provided to low and very low-income tenants of the Ontario Property and the KEB Property;

Payment of debt service for mortgage loans incurred by the KEB Property for development costs and lender required reserves, including

- That \$9,750,000 mortgage loan made by United Church of Christ Cornerstone Fund, Inc., an Indiana nonprofit corporation;
- That \$3,000,000 mortgage loan made by Green Finance Authority, and instrumentality of the District of Columbia;
- That \$1,925,000 mortgage loan made by Jubilee Housing Inc.; and
- Such other mortgage loans approved by DHCD.

EXHIBIT D

PROJECT DEVELOPMENT BUDGET



SUMMARY SOURCES AND USES OF FUNDS

CONSTRUCTION SOURCES AND USES

Source	Amount	\$/Unit	\$/SF	%
First Mortgage/Bonds	\$ 10,591,284.79	\$ 588,405	\$ 730.99	49.13%
DHCD	\$ -	\$ -	\$ -	0.00%
Other District Sources	\$ -	\$ -	\$ -	0.00%
Other Const Debt Sources	\$ 6,105,591.75	\$ 339,200	\$ 421.39	28.32%
Federal LIHTC Equity	\$ 1,869,813.00	\$ 103,879	\$ 129.05	8.67%
DC LIHTC Equity	\$ 192,500.00	\$ 10,694	\$ 13.29	0.89%
HTC Equity	\$ -	\$ -	\$ -	0.00%
Other Const Equity Sources	\$ 2,800,000.00	\$ 155,556	\$ 193.25	12.99%
Total Construction Sources	\$ 21,559,190	\$ 1,197,733	\$ 1,487.97	100.00%

Use	Amount	\$/Unit	\$/NSF	%
Total Acquisition Costs	\$ 3,362,551	\$ 186,808	\$ 232.08	15.60%
Total Construction Costs	\$ 9,478,795	\$ 526,600	\$ 654.21	43.97%
Total Soft Costs	\$ 2,357,196	\$ 130,955	\$ 162.69	10.93%
Total Financing Costs	\$ 3,160,648	\$ 175,592	\$ 218.14	14.66%
Total Developer's Fee	\$ 400,000	\$ 22,222	\$ 27.61	1.86%
Total Reserves and Escrows	\$ 2,800,000	\$ 155,556	\$ 193.25	12.99%
Total Construction Uses	\$ 21,559,190	\$ 1,197,733	\$ 1,487.97	100%

KEB PERMANENT SOURCES AND USES

Source	Amount	\$/Unit	\$/SF	%
First Mortgage	\$ 3,314,815	\$ 184,156	\$ 228.78	14.11%
Deferred Developer Fee	\$ 355,592	\$ 19,755	\$ 24.54	1.51%
Other Residential Debt/Grants	\$ 5,750,000	\$ 319,444	\$ 396.85	24.47%
Federal LIHTC Equity	\$ 9,349,065	\$ 519,393	\$ 645.25	39.79%
DC LIHTC Equity	\$ 1,925,000	\$ 106,944	\$ 132.86	8.19%
Other Equity Sources	\$ 2,800,000	\$ 155,556	\$ 193.25	11.92%
Maximum DHCD Loan	\$ -	\$ -	\$ -	0.00%
Total Permanent Sources	\$ 23,494,471	\$ 1,305,248.40	\$ 1,621.54	100.00%

Use	Amount	\$/Unit	\$/NSF	%
Total Acquisition Costs	\$ 3,362,551	\$ 186,808	\$ 232.08	14.31%
Total Construction Costs	\$ 9,478,795	\$ 526,600	\$ 654.21	40.34%
Total Soft Costs	\$ 2,357,196	\$ 130,955	\$ 162.69	10.03%
Total Financing Costs	\$ 3,160,648	\$ 175,592	\$ 218.14	13.45%
Total Developer's Fee	\$ 1,720,571	\$ 95,587	\$ 118.75	7.32%
Total Reserves and Escrows	\$ 3,414,710	\$ 189,706	\$ 235.68	14.53%
Total Permanent Uses	\$ 23,494,471	\$ 1,305,248	\$ 1,621.54	100.00%

EXHIBIT E

QUARTERLY REPORT

(form to be determined prior to closing)

EXHIBIT F

ANNUAL REPORT

(form to be determined prior to closing)

EXHIBIT G

INSURANCE

- A. **GENERAL REQUIREMENTS.** The Grantee and Project Owner (for the purposes this Exhibit F both shall be referred to jointly as Grantee) at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall submit a Certificate of Insurance to the Grant Administrator (GA) giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the GA.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the GA in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries a CGL policy,

written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the GA in writing), covering liability for all ongoing and completed operations of the Grantee and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the GA in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Grantee shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
 - b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
 - c) A waiver of subrogation in favor of The Government of the District of Columbia
 - d) Defense costs shall be in addition to and not erode the limits of liability
 - e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or its equivalent)
3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the GA of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
 - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
 - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world.

Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the GA of commercial umbrella or excess liability insurance with minimum limits of \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.
6. Environmental Liability/Contractors Pollution Liability Insurance - The Grantee shall provide evidence satisfactory to the GA of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Grantee. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Grantee warrants that any retroactive date applicable to coverages under the policy precedes the Grantee’s performance of any work under the Grant and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Grantee also must furnish to the GA Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Grantee for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Grantee’s operations. Such coverages must be maintained with limits of at least the amounts set forth above.

The Environmental Liability policy shall be further endorsed to include The Government of the District of Columbia as an Additional Insured.

7. Employment Practices Liability - The Grantee shall provide evidence satisfactory to the GA with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of Grantee or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Grantee will indemnify and defend The Government of the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Grantee. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
8. Installation-Floater Insurance - For projects not involving structural alterations, the Grantee shall provide an installation floater policy with a limit equal to the Property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the Grantee.
9. Riggers Liability – If and to the extent Grantee’s services or scope of Work call for, require, or involve the lifting, picking, rigging and setting of others property, materials or equipment, Grantee shall procure, maintain and pay for Riggers Liability Insurance to insure against physical loss of or damage in amounts sufficient to insure the full market value and / or replacement costs of the property, materials or equipment being lifted. In addition to replacing any property, materials or equipment damaged through Grantee’s work involving the lifting, picking, rigging and or setting, Grantees shall also be responsible for all consequential loss of use, and delay damages involved in replacing and / or repairing the damaged property, materials or equipment. Failure to carry appropriate insurance and or failure to carry adequate limits shall not relieve Grantee from its indemnity and contractual obligations herein.
10. Sexual/Physical Abuse & Molestation – **Applicable if children and/or vulnerable populations are on-site.** The Grantee shall provide evidence satisfactory to the GA with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called “silent” coverage or “shared” limits under a

commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the ORM for compliance review.

Construction Projects Controlled by the Grantee

The Developer will procure the following policies with the District listed as Additional Insured.

Builders Risk – The Grantee shall purchase and maintain, in a company authorized to do business in the jurisdiction in which the project is located, builders risk insurance, written on an “all risk”, special causes of loss or equivalent form. Builders risk coverage will include boiler and machinery / equipment breakdown, earthquake and flood perils. Building ordnance and terrorism coverage will be included.

The deductible shall not exceed \$25,000 except for earthquake, flood, windstorm, water damage or other perils, and as available in the insurance industry.

The project limit shall equal the replacement value of the structure, including coverage for property in transit and stored off premises.

The Builders risk coverage will extend to soft costs and delayed completion.

Builders risk insurance shall include the interests of The Government of the District of Columbia, the Developer, Subcontractors and Sub – subcontractors in the project.

Property Insurance - After achieving completion of construction of the Project, Grantee/Lessee (as applicable) shall carry special form property insurance written on a replacement cost value covering 100% of the replacement cost of all of Developer’s property.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Grantee for work under this agreement shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee. In either instance, the Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- E. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related grants.
- F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this grant.
- G. CONTRACTOR'S PROPERTY. Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.
- H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.
- I. NOTIFICATION. The Grantee shall ensure that all policies provide that the GA shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. The Grantee shall provide the GA with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the GA with an updated Certificate of Insurance should its insurance coverages renew during the grant. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to the GA evidence of compliance before the change becomes effective.
- J. CERTIFICATES OF INSURANCE. The Grantee must send to GA, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance

coverage and endorsements required herein. Grantee must also provide us with evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days' advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Lisa Williams

1909 Martin Luther King, Jr. Avenue, SE

Washington, DC 20020

(202) 442-7200

lisa.williams1@dc.gov

The GA may request, and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the GA prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the GA on an annual basis as the coverage is renewed (or replaced).

- K. **DISCLOSURE OF INFORMATION.** The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of this grant.
- L. **CARRIER RATINGS.** All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. **WARRANTIES.** When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-

based form with coverage at least as broad). GA should collect, review for accuracy, and maintain all warranties for goods and services.

EXHIBIT H

DHCD MONITORING REQUIREMENTS

and

DHCD MONITORING DETAILS FOR KEB



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Portfolio and Asset Management Division



Compliance and Long-Term Monitoring to Preserve Affordability and Viability

Compliance Monitoring

The Portfolio and Asset Management Division conducts routine compliance monitoring reviews. PAMD will contact project staff in advance of scheduling the visit. PAMD monitors for compliance with the District and Federal requirements and agreements made in the formal application for funds and the Regulatory Agreement.

Physical Inspections

The Portfolio and Asset Management Division conducts a routine physical inspection of all buildings in the assisted project. The frequency of this depends on the financing utilized to develop the site.

Financial Reporting and Analysis

The Portfolio and Asset Management Division conducts routine financial monitoring and analysis. Audited financial statements are required to be submitted for review on an annual basis. All requests for loan servicing are initiated with the Housing Financial Analysis team.

Portfolio and Asset Management Initial Leasing Summary

Initial Income Certification Review Policy (Effective November 1, 2020)

- 1) Properties are required to have a third-party vendor certify tenant eligibility by providing DHCD with an attestation that the tenants are income eligible per your loan requirements.
 - a) Many third-party vendors already do this work and provide such certification to properties; the agency is open to accepting external forms.
 - b) Such vendor shall specialize in performing income eligibility determinations consistent with HUD's Office of Multifamily Housing guidelines and regulations set forth in HUD Handbook 4350.3 REV-1 and subsequent notices, including rent calculation, eligibility, verification, recertification, tenant screening, and Fair Housing.



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Portfolio and Asset Management Division



Compliance and Long-Term Monitoring to Preserve Affordability and Viability

- 2) DHCD requires evidence that the property has qualified staff performing lease-up functions.
 - a) Such evidence will be required at time of lease-up as well as a required attachment to the **Annual Owner's Certification of Continuing Program Compliance**.
 - b) The following certifications, for at least one staff member, would be acceptable:
 - *National Compliance Professional (NCP)*
 - *Site Compliance Specialist (SCS)*
 - *Housing Credit Certified Professional (HCCP)*
 - *Specialist in Housing Credit Management (SHCM)*
 - *Certified Occupancy Specialist (COS)*
 - *Certified Credit Compliance Professional (C3P)*

In the event that developers do not have staff that already meet certification qualifications above, DHCD provides monthly income eligibility training facilitated by the National Center for Housing Management (NCHM) through our Inclusionary Zoning and Housing Preservation Fund Divisions This training is an abbreviated version of the three-day Certified Occupancy Specialist (COS) training conducted by NCHM; and is a one-day class held at DHCD for \$245. Participants are required to take a test with a 70% passing score. NOTE: These trainings are still being conducted virtually during the COVID epidemic.

- 3) Property will submit a copy of rent roll at 100% occupancy.
- 4) DHCD reserves the right to audit all files at any time, including during the lease-up process.



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

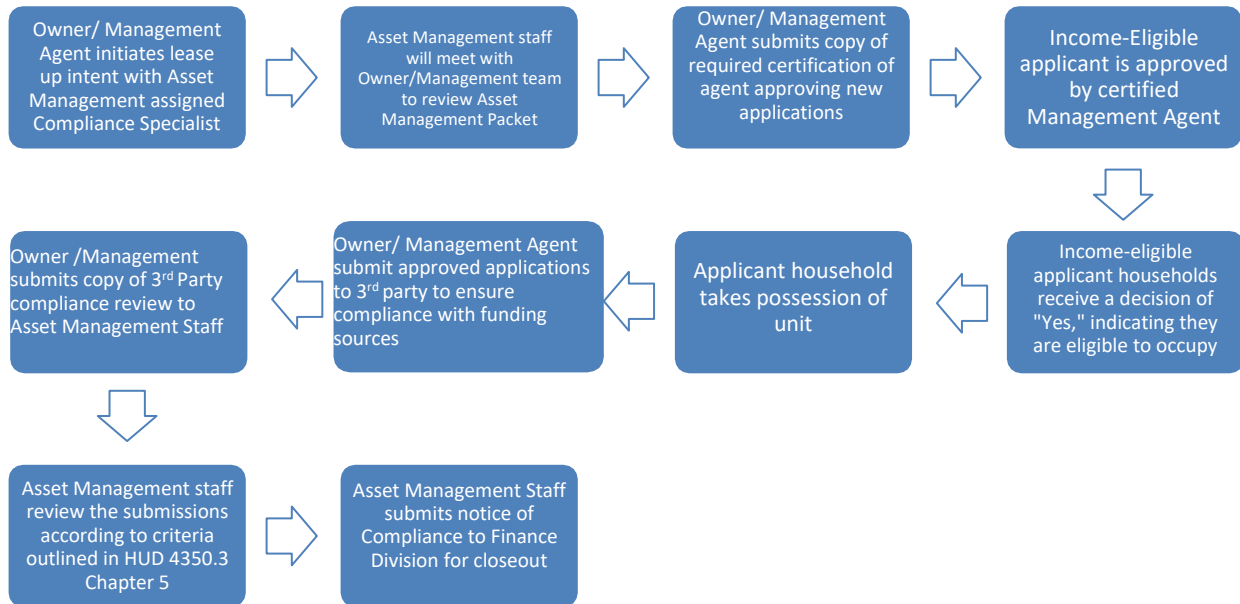


Portfolio and Asset Management Division



Compliance and Long-Term Monitoring to Preserve Affordability and Viability

Initial Income Certification Process





GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Portfolio and Asset Management Division



Compliance and Long-Term Monitoring to Preserve Affordability and Viability

Applicant Files

The following is a list of documents that **may** be required to certify eligibility across DHCD programs:

- Copy of Rental Application.
- Copy of Tenant Initial Certification (TIC).
- Most recent consecutive three (3) months' pay stubs for all wage earners in household.
 - Verification of current employment.
 - Verification of unemployment income received by any household member.
 - Last year's signed federal and local tax returns.
 - Most recent year's W-2s and 1099s for *self-employed* adults in household.
- Year-to-date profit and loss statement for *self-employed* household members.
 - Supplemental income/disability award letters for household members.
 - Verification of child support income from household members.
 - Verification of alimony for household members.
- Verification of income for investments (real estate, stocks, bonds, etc.) for household members.
 - Other annuity, pension, or retirement income statements for household members.
 - Any other documented income for household members.
 - Zero income affidavit.
 - HOME or LIHTC Lease Addendum.
 - Asset Certification Form.
 - Copy of Recent Credit Report.
- Copy of driver's license or government-issued identification for household members.
 - Copy of birth certificates and social security cards for household members.
- Verification of student status for non-working household members over 18.
 - Last six (6) months of bank statements for household members



Portfolio and Asset Management Physical Inspection Summary

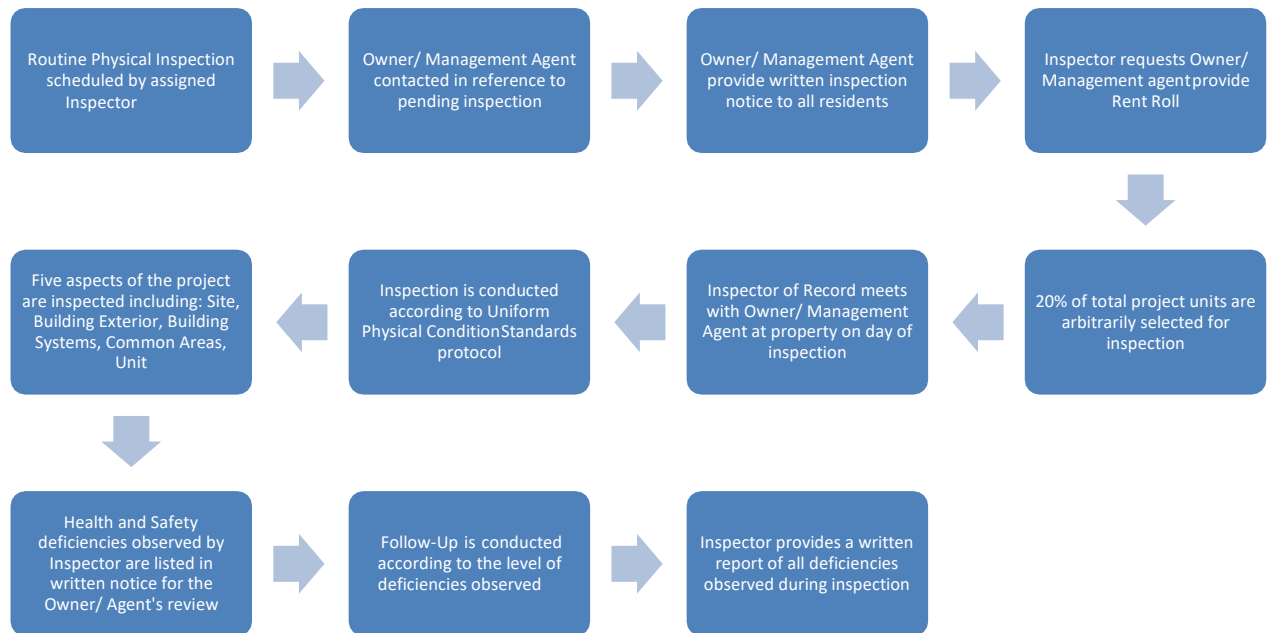
The District of Columbia Department of Housing and Community Development, Portfolio and Asset Management Division (PAMD), must conduct a physical inspection at all projects financed by the Department. Physical Inspections are generally conducted on an annual or triennial basis.

Physical Inspection Administration

The following is a list of programs subject to routine physical inspections as conducted by the District of Columbia Department of Housing and Community Development (DHCD). This list is not all- inclusive:

- Low-Income Housing Tax Credit (LIHTC)
- HOME Investment Partnerships (HOME)
- Community Development Block Grant (CDBG)
- Housing Production Trust Fund (HPTF)

Physical Inspection Process





GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Portfolio and Asset Management Division



Compliance and Long-Term Monitoring to Preserve Affordability and Viability

Portfolio and Asset Management Compliance Review Summary

The District of Columbia Department of Housing and Community Development, Portfolio and Asset Management Division (PAMD), conducts routine Operations and File Reviews of projects assisted with DHCD financing. The Assigned Compliance Specialist notifies the Owner/Property Management at least 30 days in advance of the File Review. The Review ensures that residents are recertified and appropriately and that the rent paid aligns with Program guidelines.

Applicant Files

Files are reviewed specifically for information pertinent to the annual recertification process. The following is a list of documents that **may** be reviewed across DHCD programs:

- Tenant Initial Certification (TIC)
- HUD 50059
- Proof of household income (i.e., paystubs, third party verification, award letter, etc.)
- Asset verification
- Executed Dwelling Lease
- Associated Addendums as required by program or project
- Signed Lead Paint Disclosure
- Utility Allowance verification
- Owner's Certification Documentation

KEB Monitoring Plan:

Initial Opening Meeting:

PAMD will attend the close-out meeting with DFD and the developer's team to explain the compliance procedures at the time the building(s) is placed in service and Form 8609 is executed.

Initial Unit Inspection & Compliance Review:

The PAMD Inspection Unit within 2 years after the 8609 is executed will inspect the building, common areas and a sample number of the units and report any non-compliance issues on IRS Form 8823 with a request to cure the issues. Any cured or uncured issues will subsequently be reported to the IRS.

The PAMD Compliance Unit will also conduct a sample file review within 2 years after the 8609 is executed and report any issues of non-compliance to the property manager. Subsequently, any cured or uncured non-compliance issue will be reported to the IRS on form 8823.

Annual PAMD Financial Review:

PAMD Financial Analyst will review the current year audited financial statements and perform a risk rating on the project based on the operations of the project. The more important line items evaluated include the amount of NOI, Cash Flow, Reserves, and Debt Service Coverage Ratio.

3-Year Inspection and Compliance Review:

Both PAMD Compliance and Inspection groups will do sample file reviews and inspections tri-annually and do the same IRS reporting on form 8823 for both cured and uncured noncompliance violations.



Deeply affordable. Thriving neighborhoods. Nearby services.

February 12, 2025

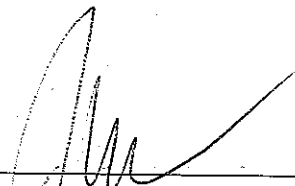
STATEMENT CONCERNING VIOLATIONS

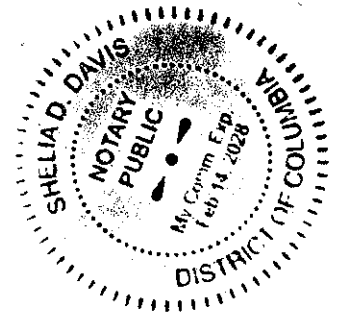
The undersigned states and certifies:

Jubilee Housing, Inc. (Jubilee) has received no notice of ethics violation from the District of Columbia Office of Campaign Finance (OCF); that Jubilee will commit no act nor fail to act in a manner that would constitute an ethics violation under rules made applicable by OCF; and that Jubilee is not currently in violation of the Government Ethics Act of 2011.

Executed this 12th day of February, 2025.

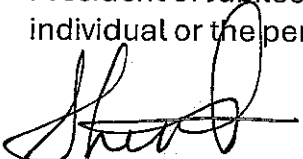
JUBILEE HOUSING, INC.,
a District of Columbia nonprofit corporation

By: 
James Knight
President



DISTRICT OF COLUMBIA :

On 2/12/ 2025, before me, the undersigned, a notary public in and for said state, personally appeared James Knight, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of Jubilee Housing, Inc. and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Commission expires: 2/14/2028

District of Columbia
Signed and Sworn to (or affirmed) before me on 2/12/25 (Date)
by James Knight
(Name(s) of Individual(s) Making Statement)
Signature of Notarial Office: SW
Title of Office: President
My Commission Expires: 2/14/2028



GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT



Office of the Director

TO: Phil Mendelson
Chairman
Council of the District of Columbia

FROM: Beth Spooner Bethany Spooner
Agency Fiscal Officer Digitally signed by Bethany Spooner
Date: 2024.12.03 13:01:26 -05'00'
Department of Housing and Community Development

DATE: December 3, 2024

SUBJECT: Certification of Funding Availability for Re-Entry Housing Operating Subsidy

This memorandum certifies that the Department of Housing and Community Development has \$1,400,000 in the FY 2025 budget, recurring in the financial plan for fiscal years 2026 through 2028, to fund a multi-year contract for operating subsidy to Jubilee Housing for the King Emmanuel Baptist (Jubilee KEB) project, which will provide housing for returning citizens.

The availability of funds is subject to annual appropriations and continued inclusion in the Financial Plan and Budget through the term of the contract, which is from FY 2025 to FY 2044.

Please contact me at 202-442-7173 if you have any questions.

February 12, 2025

Mr. Jim Knight
Jubilee Housing, Inc.
1631 Euclid Street NW
Washington, DC 20009

Dear Jim:

The purpose of this letter is to confirm the Federal tax returns filed on behalf of Jubilee Housing, Inc. (the "Organization"). Toole Katz & Roemersma, LLP was engaged to prepare the Organization's 2023 and 2022 Form 990 Return of Organization Exempt From Income Tax. The Internal Revenue Service due date for a calendar year filer for an extension is May 15th of the following year and the due date for an extended return is November 15th of the following year.

Toole Katz & Roemersma, LLP filed an extension for the Organization's 2023 Form 990 Return of Organization Exempt From Income Tax on May 8, 2024 and filed the Organization's 2023 Form 990 Return of Organization Exempt From Income Tax on November 13, 2024 with the Internal Revenue Service. There were no amounts due with the return.

Toole Katz & Roemersma, LLP filed an extension for the Organization's 2022 Form 990 Return of Organization Exempt From Income Tax on May 15, 2023 and filed the Organization's 2022 Form 990 Return of Organization Exempt From Income Tax on November 14, 2023 with the Internal Revenue Service. There were no amounts due with the return.

Sincerely,



TOOLE KATZ & ROEMERSMA, LLP