Rec'd.
FEB 16 2000

# AGREEMENT
between
## KSI Services, Inc.
## and
## Advisory Neighborhood Commission 6C

This **AGREEMENT** made the 15th day of Feb, 2000, for the benefit of the residents of the area as defined below, between KSI Services, Inc., hereinafter referred to as "KSI" and the community of "Uniontown" redesignated by the U.S. Congress in 1886 as "Anacostia" and the area represented by Advisory Neigborhood Commission 6C hereinafter referred to as "ANC-6C", in consideration of good and other value consideration hereby agree as follows:

1. KSI will support the establishment of one resident-based *Woodmont Community Committee* (hereinafter referred to as the "*Committee*" with responsibility for facilitating the developer's long-term accountability to the community. This *Committee* will consist primarily of resident-based organizations that are located within Advisory Neighborhood Commission-6C or Advisory Neighborhood Commission-8B and initially will be convened by ANC-6C and ANC-8B.

   At a minimum, the *Committee* will establish two sub-committees: (1) Local Hiring; and, (2) Community Investment. Both sub-committees will include at least one position for: an ANC-6C Commissioner to be selected by ANC-6C; an ANC-8B Commissioner to be selected by ANC-8B; a member of Park Skyland Civic Association (PSCA) to be selected by PSCA; and a member of Frederick Douglass Community Improvement Council (FDCIC) to be selected by FDCIC. Local service and/or professional-based organizations may be invited to advise the sub-committees. Decisions made by sub-committees shall be forwarded to and receive an affirmative vote by the *Committee* before being implemented.

   The Local Hiring Sub-Committee will assist KSI in devising guidelines for the notification, recruitment and selection of potential applicants for employment opportunities associated with the construction, maintenance and management of the development; and make recommendations for offering employment (via contracts, subcontracts or positions) to qualified or qualifiable individuals, companies or associations for the proposed development of the Homes at Woodmont.

   The Community Investment Sub-Committee will have responsibility for advising the developer on reinvestment into the communities of ANC-6C and ANC-8B. Such reinvestment will focus on assisting qualified community-based organizations through stock purchases, direct grants, revolving loans, and technical assistance. The developer's investment in the community will be leveraged with other local resources.

BZA Case No. 16457 Exhibit No. 107

Board of Zoning Adjustment
District of Columbia
CASE NO.16457
EXHIBIT NO.107

KSI will provide clerical assistance to the *Committee.*

2. KSI will make a "good faith" effort in working with the *Committee* to obtain the representations made before the Board of Zoning Adjustment to secure the necessary approval for Application No. 16457 and the objectives of this **AGREEMENT**. In the event that guidelines for reaching the objectives of the *Committee* or sub-committees cannot be reached, the dispute will be placed in arbitration with the cost to be paid for by KSI.

3. KSI will enter into a First Source Agreement with the D. C. Department of Employment Services for positions created by the development of "Homes of Woodmont." The Department of Employment Services shall be consulted for evaluation and performance relating to requirements of the First Source Agreement.

4. KSI shall simultaneously develop the multi-family and single-family components and will continue to own, manage and maintain the multi-family component for not less than 15 years. In the event of sale of or hiring other management entitites to manage the multi-family component, KSI shall establish a Maintenance Trust Fund for the continued maintenance of the development for the remainder of the 15-year term. Said Fund shall be based upon the average yearly maintenance cost, which should have been spent on proper maintenance of the development over a five-year period, times the number of years left of the term. A yearly inflationary rate of 3% will be applied to the calculation of average maintenance costs. If the parties cannot agree on an amount to be placed into the Trust Fund, the dispute will be placed in arbitration with the cost to be paid for by KSI.

5. ANC-6C will:

   A. Assist KSI in coordinating the *Woodmont Community Committee* and its sub-committees;

   B. Provide consultation regarding the community's interests and desires;

   C. Review and recommend housing designs to ensure community historic preservation standards within the Anacostia Historic District;

   D. Use its "best" effort to ensure successful completion of the project.

6. Should KSI fail to perform as agreed, ANC-6C with an affirmative vote of its officers shall authorize FDCIC to seek enforcement of this **AGREEMENT** and, if successful, FDCIC shall be entitled to Attorney' fees and costs.

7. Should ANC-6C fail to perform as agreed, KSI may reject all or any provisions of this **AGREEMENT**.

8. This **AGREEMENT** only may be enforced on behalf of any interested Third Party Beneficiary by a vote of ANC-6C and a subsequent affirmative vote of FDCIC's Executive Committee through its President.

9. No modification of any of the terms of this **AGREEMENT** shall be valid unless in writing and executed with the same formality as this Agreement.

10. The present and future laws of the District of Columbia shall apply to the interpretation and enforcement of this contract.

**WITNESS THEIR HANDS AND SEALS THE DAY AND YEAR HEREINBEFORE WRITTEN.**

**Advisory Neighborhood Commission 6C**

Ronald King

By: Ronald King
Chairman

Date: Feb 15, 2000

**KSI Services, Inc.**

By: Richard I. Knapp
Senior Vice President
KSI Services, Inc.,
Fort Stanton, Inc.
General Partner of Fort Stanton, L.P.

Date: Feb 15 2000

**Frederick Douglass Community Improvement Council**

By: Carolyn Johns-Gray
President

Date: Feb 16, 2000