

**ADVISORY NEIGHBORHOOD COMMISSION 8E
Government of the District of Columbia
Garfield/Congress Heights/SE Bellevue/Southern Ave.
Ashford Court/Henson Ridge/High Point**

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2014 SEP 22 PM 1:59

Anthony Hood, Chairman
DC Zoning Commission
441 4th St., NW Suite 200
Washington, DC 20001

Re ZC Case No 13-18C Wheeler Renaissance Development

Greetings Chairman Hood and Zoning Commission-

Advisory Neighborhood Commission appreciates the opportunity to respond to ZC Case No. 13-18C Wheeler Renaissance Development. At the June 19 Zoning Commission hearing, the Applicant was tasked by the Commission to provide potential alternative options to the proposed modifications. However, the Applicant's submission does not include possible scenarios or documentation as to what is feasible for the current economic conditions and potential opportunities when the market rebounds. The constituency is sensitive to the fact that thousands of individuals are awaiting housing. In fact, during several community meetings, questions were posed to the Applicant regarding the specific needs and interests of those on the list: how many were interested in home ownership, how many are in a position to begin the homeownership process, what subsidies exist to underwrite lease-to-own opportunities and what opportunities exist for commercial and retail development. To date, these specific questions have not been addressed.

ANC 8E voted at our August meeting 6-0 to oppose this project in the present format. The Commission rejects their Development Agreement we have submitted our Community Agreement. This was vote on by the Commission 6yeas

In summary, given the fact that the Applicant initially attempted to circumvent the community input and solicit community buy-in by stating that the requested PUD was minor in nature and in addition to the little effort given to creatively identifying alternatives instead of spending its time with identifying "...major misconceptions". ANC 8E still opposes the requested Wheeler Renaissance Development as presented in its original application. We feel that the Applicant has

not taken seriously the Zoning Commission's request to provide an alternative modification request that will have a less detrimental impact on the long term health of the immediate Highland & High Point community, as well as Ward 8 as a whole Therefore, given ANC 8E's great weight, we petition the Zoning Commission to reject the Wheeler Renaissance Development application

Sincerely,

A handwritten signature in black ink, appearing to read "A. Muhammad", with a large, sweeping flourish extending to the right.

Anthony Muhammad
ANC 8E Chair

Wheeler Road Community Benefits Agreement Budget		
	Expenses	Budget Request FY2014 thru FY 2034
Programming/Initiative Costs		
	Summer Youth Academy	\$14,600.00
	Wheeler Creek CDC and ANC 8 ^E Workforce Development and Job Placement Program	\$50,000.00
	Community Partnership Events	\$30,000.00
	Programming/Initiative Fees:	\$94,600.00
	Total Direct Costs:	\$94,600.00
	Fiduciary Agent Fees: (may not exceed 10% of Total Request)	9,460
	Total Budget Request:	\$104,060.00

A. Summer Youth Academy

The Summer Youth Academy will work with seventy-five (75) youth from within the site's boundaries between the ages of seven (7) and thirteen (13). The purpose of the academy will be to train these youth in gang resistance, bullying and intimidation prevention, mediation skills, and peer counseling. Lead the Way Foundation will be responsible for recruiting the youth for the Summer Youth Academy in conjunction with the District of Columbia Parks and Recreation as well as facilitating the sessions during summer programming. Funding will be allocated for facilitator fees and to offset the costs of some of the trips. The summer session will run from June 22nd through August 7th for a total of seven (7) weeks. In addition there will be four (4) Youth Academy retreats that will take place throughout the year.

Facilitator fee for Lead the Way Foundation 8 weeks total (1-week preparation and 7 weeks of programming) \$700 per week x 8 weeks	\$5,600.00
Supplies for summer portion of Youth Academy (pens, pencils, workbooks, paper, markers, etc.)	\$1,000.00
Materials for quarterly Youth Academy Retreats (certificates, advertisements, handouts, location reservation, etc.) \$1,000 per retreat x 4 retreats	\$4,000.00
Transportation support for weekly fieldtrips during summer portion of the Youth Academy.	\$4,000.00

\$500 per trip x 8 trips

Total \$14,600.00

B. Workforce Development and Job Placement

To address the concerns of the unemployment and underemployment rates within the Wheeler Road boundaries, the Wheeler Creek CDC workforce development program will hold one (1) session per week to provide services to approximately forty (30) participants. Programming will take place at a designated location within the site.

Facilitator fee for job placement program	\$40,000.00
\$800 per week x 50 weeks (50 weeks per year)	
Space rental for programming \$400 per month x 12 months	\$4,800.00
Supplies and program materials (work packets, copies, etc.)	\$5,200.00

Total \$50,000.00

C. Community Partnership Events

For this particular initiative Partners of the MPD's Seventh District will assist in hosting community events on a bi-monthly basis that will directly benefit residents of the site. These events include but are not limited to block parties, oldies but goodies video concerts in Oxon Run Park, "National Night Out" activities, "Summer of Safety" events, Congress Heights Day Parade, and the Ward Eight Council Against Domestic Violence Walk. In the past this police district has become more and more effective at reaching out to and connecting with residents through hosting its annual Halloween haunted house inside of the station for all of residents within Ward 8. There will be a total of thirty (15) events, one (1) every month except for June through August when there will be two (2) per month. Funding will be allocated to offset the cost of these activities.

30 Community Policing events \$1000 per event x 30 events

Total \$30,000.00

Wheeler Renaissance Development

COMMUNITY BENEFITS AGREEMENT

ARTICLE I

Purpose

1.1 The purpose of this Community Benefits Agreement for the ANC 8E, Congress Heights Civic Association, Lead the Way Foundation, Congress Heights, Community Training and Development Corporation, Wheeler Creek Community Development Corporation, High Point Homeowners Association, Ward Eight Council Against Domestic Violence, and William Lockridge Foundation ("Development") is to provide for a concerted and coordinated effort on the part of Developer and A Community Coalition for Responsible Development (ACCORD II) to maximize the benefits of the Development to the community.

1.2 With this Community Benefits Agreement, Developer and the Development will generate quality jobs for workers, will create affordable housing for working families and for residents in surrounding communities; will provide for environmentally-sensitive construction and design, will create economic development opportunities for residents of the affected communities, will enhance employment opportunities and job training targeted to community residents in need of employment

1.3 This Community Benefits Agreement is agreed upon this _____ day of _____, 2014, by and between the parties hereto.

ARTICLE II

Definitions

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

"ACCORD II" shall mean an unincorporated association composed only of the organizations signatory to this Agreement under the ACCORD Member Organization Signature Pages. These organizations are referred to individually as "Member Organizations." Obligations of a Member Organization shall be obligations only of the organization itself, as distinct from its associated organizations, constituent organizations, or any natural persons

"Agreement" shall mean this Community Benefits Agreement, including all attachments.

"Developer" shall mean Square

"Development" shall mean the mixed-use community to be constructed on the Site, consisting of residential, office, and retail uses, as developed and constructed in accordance with the Master Plan.

"District" shall mean Washington, DC

“Implementation Committee” shall develop strategies for implementation of the policies and programs set forth in this Agreement

“Member Organization” shall have the meaning set forth in the definition of “ACCORD II.”

“Neighboring Community” shall mean the area bounded by Advisory Neighborhood Commission 8E

“OPA” shall mean that certain Owner Participation Agreement by and between Developer and the Agencies regarding the Development

“Project Approvals” shall mean (1) approval by the Agencies of the Master Plan and the OPA for the Development; (2) approval by the Office of Planning and the Agencies (if applicable), of Development Permits for the Development and all plans, drawings and other items submitted in connection therewith, at the Planning Board level; and (4) any other government approvals or permits requested by Developer for construction, development, and operation of the Development, including without limitation, issuance by the District of building permits to implement the Development.

“Site” shall mean _____

ARTICLE III

Environmental Commitments

3.1 Green Building Principles

3.2 Green Certifications Developer shall comply with the Washington DC Green Building Act of 2006 and obtain at least certified status for buildings development within the Development, when Developer deems it financially feasible, under the Leadership in Energy and Environmental Design Green Building Rating System for New Commercial and Major Renovations (LEED-NC) (Version 2.1) In addition, Developer shall investigate the feasibility of constructing a building within the Development that achieves a higher LEED level than the certified level (i.e., silver, gold or platinum level)

3.3 Hazardous Substance Remediation Developer shall comply with all applicable local and federal laws in regard to the remediation of hazardous substances

ARTICLE IV

Construction Practices

- 4.1 Construction Noise and Traffic** Developer shall consult with the Implementation Committee to assure that all reasonable steps are taken to minimize noise and traffic congestion during construction.
- 4.2 Security of Site During Construction** Developer shall use commercially reasonable efforts to secure and control access to the Site, or the portions thereof, upon which construction is occurring.

- 4.3 Public Complaint Process** Developer shall establish a public complaint process, and shall maintain written records of complaints, investigations, and responsive actions taken, all of which shall be made available to ACCORD upon request.

ARTICLE V

Design Review

- 5.1 Consultation** Developer shall hold periodic meetings with the Implementation Committee to review, and to receive input, on proposed land uses, site layout, traffic circulation patterns, and the exterior appearance of units.

ARTICLE VI

Employment Opportunities

6.1 Living Wages. This Section shall apply to any Service Contract entered into, awarded, amended, renewed, or extended after the effective date of this Agreement. Compliance with this Section is required during the term of the Service Contract. Service Contracts shall not be subdivided into two or more contracts that logically should be made a single transaction if the purpose of the subdividing is to avoid the requirements of this Section.

6.2 Exempt Contracts. Contracts subject to federal or state law or regulations that preclude the applicability of this Section's requirements shall be exempt from such requirements.

6.3 Payment of Living Wage and Provision of Benefits

Covered Employers shall pay Covered Employees a wage of no less than \$15.00 per hour if the Health Benefits Rate is paid, or no less than **\$17.95** per hour if the Health Benefits Rate is not paid.

Beginning **\$15.00**, the hourly wage rates and Health Benefits Rate shall be upwardly adjusted each July 1 to reflect the change in the Consumer Price Index for All Urban Consumers for the Washington, DC Metropolitan Statistical Area for the twelve-month period preceding December 31

6.4 Access to Employment Opportunities The Developer shall be obligated to meet all applicable laws, regulations and policies related to the employment of local, low income persons and providing opportunities to businesses owned by local, low income persons or that employ local, low income persons pursuant to the Section 3 Program. The Developer and ACCORD shall take steps to promote employment of Targeted Applicants by employers within the Project. Targeted Applicants are Low-Income Local Residents, including Low-Income Local Residents who are participants in a Rehabilitated Ex-Offender Job Training Program. Developer shall exercise diligent, best efforts to cause Employers to comply with the First Source Hiring Program.

6.5 Employment Retrieval System The Developer shall provide an easily accessible First Source Job Referral System. With the input of ACCORD, The Developer will design and implement the system.

6.6 Responsible Contracting Service Contractors shall be compliant with all applicable labor laws. An entity will not be selected as a Service Contractor and an existing Service Contractor's rights to operate shall be terminated if the Service Contractor has committed intentional violations of any labor law, as determined in a final order or decision of an agency or court of competent jurisdiction, and an entity will not be selected or its rights to operate may be terminated prior to such final order or decision if the Developer is presented with reasonable evidence that demonstrates, in the sole discretion of the Developer, that the Service Contractor has committed violations of labor law that are both intentional and serious.

6.7 Construction Jobs. Developer shall endeavor to have forty percent (40%) Wards 7 and 8 participation in construction jobs on the Project, subject to the terms and conditions of any applicable project labor agreement and Federal regulations.

6.8 Employment Goals: Construction The positions expected to be available during the course of construction will be incorporated in Action Plans submitted by the general contractors prior to their selection by the Developer for each phase of development. The Implementation Committee, prior to the final selection of the general contractor by the Developer for each phase, shall review action Plans. In accordance with current DOES policies, it is anticipated that the Action Plans will commit to at least 51 % of new hires to District residents

6.9 Internships The Developer will employ at least two interns in paid positions throughout the course of the redevelopment program. Current and former Development residents will have first preference in the granting of these Internships. Residents of the Neighboring Community will have second preference.

6.10 Job Training Programs The Developer will offer employment directly or through its contractors or subcontractors to successful Ward 7 and 8 graduates of occupational skills training programs. Graduates of Opportunities Industrialization Center occupational skills training programs will have first preference. Successful graduates will be given first preference as positions that match their skills become available. Prior to construction, and during the operation of each phase of development, the goals for the hiring of graduates of occupational skills training programs are as follows:

Pre-Construction	6 position per phase
Management	6 positions per phase

6.11 Additional Training Programs The Developer works with many professionals with specialized areas of expertise. For example, the Developer works with firms that specialize in

environmental planning, analysis and remediation, soils testing and analysis, affordable housing management and tax credit compliance, etc. The Developer will work with the Implementation Committee to identify professional services such as environmental and geotechnical services for which training for Neighboring Community residents is not currently provided. With its professional partners, the Developer will develop at least two training programs. The programs will feature classroom instruction and on-the-job training. The Developer's goal will be to offer employment to, at least, 2 graduates of these training programs, with first preference to Development residents, and second preference for residents of the Neighboring Community. The Developer estimates the value of these programs at, at least, \$50,000.

ARTICLE VII.

Contracting Opportunities

7.1 Developer shall require General Contractor to have Forty Percent (40%) spend with CBE of which Fifty Percent (50%) of that CBE spend requirement shall be to Disadvantage Business Enterprises (DBE) located within Ward 8.

7.2 Developer shall fund **Congress Heights Community Training and Development Corporation** to be used solely to pay for the costs of (a) conducting training for targeted businesses in Ward 8, to develop management and business capability to perform contracts for Developer or Subcontractors under the Developer, identified by ACCORD as reasonably likely to be able to perform in the Project.

7.3 Revolving Working Capital Fund. Developer shall establish a Revolving Working Capital Fund, in the amount of at least \$300,000 so that small subcontractors, including those located in the Neighboring Community, retained during the construction phases of the development can cover payroll and other fixed costs on a weekly basis.

7.4 Notwithstanding the foregoing or anything to the contrary in this Agreement, the programs administered under this Article shall be subject to and governed by the terms and conditions of any applicable project labor agreement and shall be subject to the approval of the Agency.

ARTICLE VIII

Community AMENITIES PACKAGE

8.1 Meeting Space: Developer shall provide convenient, handicap accessible space for meetings of the Implementation Committee.

8.2 William Lockridge Foundation: Developer shall provide a lease for 500 square feet of office space 15-year lease at the cost of one (1) dollar per month with no utility expenses attached to the lease.

8.3 Developer shall fund **Lead the Way Foundation** 104,060 dollars annually for 20 years to facilitate a comprehensive, social reconstruction program for the residents of the community. These programs will include an adolescent clubhouse as well as development opportunities for the neighboring community.

8.4 Developer shall fund **Neighborhood Revitalization Project** \$70,000.00. Members of the community will implement a neighborhood revitalization aimed at addressing environmental factors that provide opportunity for crimes to be committed. In addition, to foster community buy-in as well as pride there will be a beautification of lawns and fencing for the High Point Home Owner's Association.

8.5 Support: Developer shall work with Members of ACCORD to identify supportive service and other needs in the Neighboring Community, identify potential funding sources, and assist in the preparation of applications for funding.

ARTICLE IX

Implementation Committee

9.1 To assist with implementation of this Agreement, Developer shall meet with ACCORD in a good faith, reasonable effort to develop strategies for implementation of the policies and programs set forth in this Agreement.

9.2 The Developer and ACCORD shall establish a working group of representatives for this purpose, to be known as the Implementation Committee. The Implementation Committee shall meet at least quarterly. At such meetings, any Member Organization or the Developer may raise issues related to implementation of this Agreement, in an effort to facilitate open dialogue, resolve implementation challenges, and advance the goals of both ACCORD and the Developer regarding this Development. All parties shall ensure that representatives attending Implementation Committee meetings are appropriate individuals for issues to be discussed, possessing relevant technical and policy expertise. Prior to requesting governmental approvals of design of buildings or components of the Development, Developer will provide such designs to ACCORD at an Implementation Committee meeting, to facilitate the ACCORD's ability to make suggestions to Developer and/or at public hearings regarding such designs. Responsibility to participate in implementation committee meetings shall run only against entities that have current responsibilities under this Agreement or contracts referencing it.

ARTICLE X

Accord Support Obligations

10.1 In light of Developer's commitments set forth in this Agreement, ACCORD strongly supports the Development. Therefore, ACCORD will make the support efforts set forth in this Article 8.

10.2 Letters of Support Each Member Organization shall send a letter in unqualified support of the Developer to the appropriate Agency prior to the consideration of selection of a developer for the Development. Thereafter, if requested by Developer during the term of this Agreement, each Member Organization shall send a letter in support of other Project Approvals to the City Council and any other governmental entity specified by Developer

10.3 Media Availability. ACCORD shall work with the Developer to prepare a collaborative media strategy regarding shared support for the Development

10.4 Covenant Not To Sue or Testify

10.5 Covenant Each Member Organization and ACCORD covenant not to sue, challenge, or contest, administratively, judicially or publicly, any of the Project Approvals. Furthermore, each Member Organization and ACCORD agree not to pursue judicial challenges to, or testify in opposition at any public hearings (or any continuations of hearings) concerning any of the Project Approvals

10.6 Permissible Public Comments. Notwithstanding above, ACCORD and each Member Organization retain the right to make public comments regarding Project Approvals suggesting changes in aspects of the documents and approval terms being considered, so long as such comments are consistent with the letter and spirit of the provisions of this Agreement. ACCORD and each Member Organization agree that before making such public comments, they shall use its best efforts to address the issues in question with Developer at Implementation Committee meetings

ARTICLE XI
Miscellaneous

11.1 Compliance With Law This Agreement shall be enforced only to the extent that it is consistent with the laws of the state of District of Columbia and the United States. If any provision of this Agreement is held by a court of law to be in conflict with law, the applicable law shall prevail over the terms of this Agreement, and the conflicting provisions of this Agreement shall not be enforceable.

11.2 Severability If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect

11.3 Remedies

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

Sixty-Day Right to Cure If either party believes that the other party is in default of this Agreement, it shall provide written notice to the allegedly defaulting party of the alleged default, offer to meet and confer in a good-faith effort to resolve the issue; and, except where a delay may cause irreparable injury, provide sixty (60) days to cure the alleged

default, commencing at the time of the notice. Any notice given pursuant to this provision shall specify the nature of the alleged default, and, where appropriate, the manner in which the alleged default may be cured.

- 11.4 Implementation Meetings and Mediation.** Before or during the sixty-day right-to-cure period described above, the parties may attempt to resolve any alleged default at the regularly scheduled implementation meetings, or in mediation requested by either party.

Remedies In the event that another party is allegedly in default under this Agreement, then a party alleging default may elect, in its sole and absolute discretion, to waive the default or to pursue remedies as described in this section. Such remedies may be pursued only after exhaustion of the sixty-day right to cure period described above, except where an alleged default may result in irreparable injury, in which case the non-defaulting party may immediately pursue the remedies described in this section.

- 11.5 Binding on Successors** This Agreement shall be binding upon and inure to the benefit of ACCORD, Member Organizations, ACCORD's Successors, and Successors to any Successors of ACCORD. This Agreement shall be binding upon and inure to the benefit of Developer, Developer's Successors, and Successors to any Successors of Developer, except as set forth in Attachment F hereto. Developer's Successors include, but are not limited to, any party who obtains an Interest, vertical developers, retail developers, contractors, management companies, and owners' or retail merchants, and associations participating in the Project. Upon conveyance of an Interest to an entity in compliance with Section, ACCORD may enforce the obligations under this Agreement with respect to that Interest only against such entity, and neither Developer nor any owner of a different Interest shall be liable for any breach of such obligations by such entity or its Successors. Except as otherwise indicated in this Section, references in this Agreement to a party shall be deemed to apply to any successor in interest, transferee, assign, agent, representative, of that party.

- 11.6 Purchase and Assumption Agreements** Developer shall not execute any deed conveying an Interest in the entirety or any portion of the Site, unless (1) Developer and the entity receiving such Interest have executed a purchase agreement governing conveyance of that Interest, (2) that purchase agreement requires, through a recorded agreement, the transferee to assume the obligations that flow to it under this Agreement as a Successor of Developer, and (3) such recorded agreement includes this Agreement as a material term, binding on the entity receiving the Interest and enforceable by ACCORD and Member Organizations as intended third party beneficiaries. Prior to the execution by any party of any purchase agreement or agreement to be recorded regarding the assumption of Developer's obligations, Developer shall deliver to ACCORD a copy of each such agreement. Developer and ACCORD shall meet and confer regarding such agreements through the Implementation Committee to confirm how Developer shall cause such assumption of Developer's obligations by the transferee to ensure that this Agreement is implemented as intended. Upon execution of any such agreements, Developer shall deliver an executed copy thereof to ACCORD.

11.7 Binding Arbitration. A party may pursue binding arbitration to enforce any term of this Agreement that has allegedly been breached. A party may seek arbitration relief ordering, and the arbitrator shall have the power to order, affirmative equitable and/or affirmative injunctive relief, temporary or permanent, requiring a defaulting party to comply with this Agreement. The parties hereto agree that monetary damages would be an inadequate remedy for any breach of this Agreement. With the exception of an order by the arbitrator to a party to pay sums it has agreed to pay under this Agreement, monetary damages shall in no circumstances be available as a remedy for default of this Agreement. Arbitration shall be conducted in Washington, D.C. under the rules of the American Arbitration Association (the "Rules"). Each party shall bear its own fees and other costs, except where a party is found by final judgment of the arbitrator to have been in default of this Agreement, in which case the prevailing party shall be entitled to attorneys' fees and arbitration costs from the defaulting party.

11.8 Equitable Relief in Case of Irreparable Injury. In addition to any right under the Rules to petition a court for provisional relief, if a party believes that another party is or will be in default of this Agreement in such a manner that may cause irreparable injury, that party shall be entitled to file binding arbitration proceedings to enforce the specific performance of this Agreement by that other party and to enjoin that other party from violation of this Agreement, and to exercise such remedies cumulatively or in conjunction with all other rights and remedies provided by law or by this Agreement.

11.9 Term This Agreement shall become effective on the date of mutual execution of this Agreement and shall terminate twenty years from such date or such date that the OPA is terminated, whichever occurs earlier. All commitments of the parties described herein are effective upon the effective date of this Agreement, unless otherwise specified. Notwithstanding the foregoing or anything to the contrary in this Agreement, if, the Agencies (1) do not enter into an OPA with the Developer or (2) materially increase Developer's obligations or materially decreases Developer's rights as set forth in the OPA, this Agreement shall terminate, at Developer's election given by written notice to ACCORD, on the date that is five (5) days after the date of Developer's notice. If during such consideration, the Agency attempts or proposes any action that would materially increase Developer's obligations or materially decrease Developer's rights as set forth in the OPA, the Master Plan, or any documents contemplated thereby, Members of ACCORD, at the request of the Developer, shall object to such attempt or proposal and inform the Agency that this Agreement shall terminate if any such action is taken.

11.10 Implementation Through Relevant Contracts. Where this Agreement requires the Developer to impose responsibilities on entities that are not parties to this Agreement, the Developer shall ensure that relevant contracts: (1) impose such responsibilities on such parties, (2) require such parties to impose such responsibilities on subcontractors or other parties involved in the Development through the contract in question; (3) require all parties with such responsibilities to provide to ACCORD upon request any information reasonably necessary to determine compliance with such responsibilities, provided that ACCORD shall not request the same or similar records or information more often than once per quarter; (4) state with regard to such responsibilities imposed on any party that ACCORD is an intended third party beneficiary with enforcement rights; and (5) include any other provisions necessary to ensure application and enforceability by ACCORD. Any party that imposes an obligation required by this Agreement

on another party shall, in event of failure by that other party to comply with such obligation, enforce that obligation against that other party or terminate the contract in question.

11.11 Assurance Regarding Preexisting Contracts Developer warrants and represents that as of the effective date of this Agreement, it has executed no contract that would have violated any section of this agreement and no contracts have been executed before the effective date of this Agreement.

11.12 Compliance Information Upon request from a party, another party hereto shall provide any records or information reasonably necessary to monitor compliance with the terms of this Agreement. No party shall request the same or similar records or information more often than once per quarter, except to the extent that the nature of the obligation being monitored requires more frequent reporting, as reasonably agreed upon by the parties.

11.13 Rights and Responsibilities of ACCORD Member Organizations Notwithstanding anything to the contrary in this Agreement sets out a responsibility of a “Member Organization” then each Member Organization must satisfy that responsibility, and that responsibility may be enforced by Developer against each Member Organization individually, and when this Agreement sets out a responsibility solely of “ACCORD,” then that responsibility is satisfied for all Member Organizations when any Member Organization satisfies that responsibility. Notwithstanding the foregoing, if any individual Member Organization directly receives funds from Developer under this Agreement, Developer may enforce the obligations within this Agreement related to such funding directly against such Member Organization. Any Member Organization may enforce the responsibilities of Developer under this Agreement, and each Member Organization possesses the rights of ACCORD under this Agreement.

11.14 Waiver. The waiver by any party of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed a waiver of any provision or term of this Agreement

ARTICLE XII

Intentionally Omitted

12.1 Construction. Each of the parties has had the opportunity to be advised by counsel with regard to this Agreement. Accordingly, this Agreement shall not be strictly construed against any party, and any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Agreement.

12.2 Entire Agreement The Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral, except those executed concurrently with this Agreement. Concurrent execution is defined as execution within five business days.

This Agreement may not be altered, amended or modified except by an instrument in writing signed by the parties hereto

12.3 ACCORD hereby appoints Anthony Muhammad as its Agent to speak and correspond with Developer on ACCORD's behalf. Developer may rely on statements made and approvals or comments given by Anthony Muhammad pursuant to this Agreement as constituting the agreement of ACCORD regarding such issue. ACCORD may appoint another representative by written notice to Developer.

12.4 Authority of Signatories. The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of their respective parties

12.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which shall constitute one and the same document

12.6 Further Assurances. The parties hereto agree to take such actions and execute such additional documents as are reasonably necessary to carry out the provisions of this Agreement.

SIGNATURES ON FOLLOWING PAGE

Signature Page

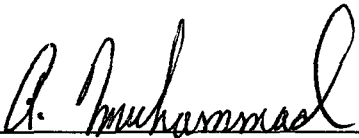
In Witness Whereof, the parties hereto have duly executed and delivered this agreement as of the date first above written.

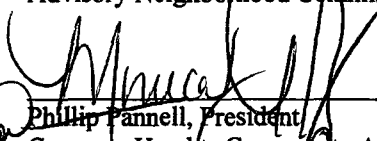
Wheeler Renaissance Development

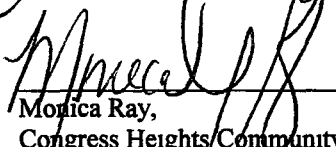
DEVELOPER

Name	Title	Date
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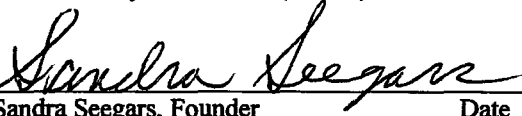
ACCORD MEMBERS

		8/6/14
Anthony Muhammad, Chairman	Date	
Advisory Neighborhood Commission (ANC) 8E		

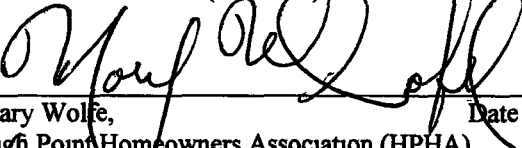
		8/6/14
Phillip Pannell, President	Date	
Congress Heights Community Association (CHCA)		

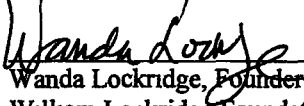
		8/6/2014
Monica Ray,	Date	
Congress Heights Community Training & Development (CHDTD)		

		8-6-2014
Isha Lee, Executive Director	Date	
Lead the Way Foundation (LTWF)		

		
Sandra Seegars, Founder	Date	
Ward 8 Council Against Domestic Violence (WECADV)		

		
Bessie Swann, Executive Director	Date	
Wheeler Creek CDC (WCCDC)		

		
Mary Wolfe,	Date	
High Point Homeowners Association (HPHA)		

		8/7/14
Wanda Lockridge, Founder	Date	
William Lockridge Foundation (WLF)		