

EDUCATIONAL SUMMARY - LAY TRANSLATION OF THE MODEL MIAMI / SOUTH FLORIDA COMMUNITY BENEFITS AGREEMENT

This is an Educational Summary¹ of the **Model Miami/South Florida Community Benefits Agreement: A Resource Guide**² (“Model”) document published in May 2020. This summary seeks to explain in layperson language some of the key legal, real estate and policy sections in the Model. Please refer to the actual 44 page Model (see link in footnote 2) for the full text, legal language and source material for the 33 abbreviated sections below when you begin to draft your community’s own unique CBA for any proposed development.

New real estate developments are disruptive to neighborhoods and residents and often result in current residents having to move away from their communities (displacement) because housing and rent prices increase, new businesses and workers replace the old (gentrification), and economic benefits of the urban revitalization are not shared with long term residents. Therefore, prior to construction, many communities decide to negotiate a contract with the developer called a **community benefits agreement**. CBAs are some of the premier equitable development tools and their purpose is to protect the community from displacement; ensure responsible business and employment practices; and build trust between residents, small businesses, and the developer.

The 33 sections of the Model CBA are divided into 5 categories:

- A. Basic Contract Principles: Sections 1 - 10
- B. Community Outreach: Sections 11 - 15
- C. Housing and Employment: Sections 16 - 21
- D. Community Economic & Quality of Life Benefits: Sections 22 - 30
- E. Enforcement and Reporting: Sections 31 - 33

Category A: BASIC CONTRACT PRINCIPLES Sections 1 - 10

Section 1. Effective Date and Parties: *This section contains the date the contract begins and names the participants and groups who are part of the contract.*

Section 2. Purpose: *This section explains the role of a CBA which is to ensure current residents and the community benefit from the new development.*

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² As adapted from A Model Miami/South Florida Community Benefits Agreement: A Resource Guide © 2020 Corporate Social Responsibility Foundation. <https://bit.ly/3egHEW0> or www.thecsroundation.org

Section 3. Conscious contracting principles: The CBA aims to promote equity, inclusion, and trust between the community, developers, and other people impacted by the project/development.

Section 4. Definitions: *The CBA contract contains a number of important legal and policy definitions:*

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

Affordable Housing Unit: apartment, house, townhouse or other form of housing, for sale or rent, that is affordable to people in the "Area Median Income" ranges below.

Area Median Income/AMI: annual median income for [the community/surrounding areas of the project]. The "median" is the middle number in a set of numbers. For instance, if five people live in an area and their annual incomes are \$10,000, \$20,000, \$30,000, \$40,000, and \$60,000, then the median income of that area is \$30,000.

Certificate of Occupancy: a document that developers must obtain by a local government agency or department showing that a development or building complies with local building codes and other laws.

City: name of city, such as City of Miami.

Coalition: the group of organizations and/or individuals that sign the CBA. Each organization/individual signs the CBA so each has the power to individually enforce the agreement, as well as ensure their interests are represented.

Community Benefits Fund: fund or account managed by a third-party chosen by the Coalition. The purpose of the fund is laid out within the CBA to provide additional services and programs for the surrounding community. According to this CBA, project developers will place money into the fund. The fund will hold that money. The coalition and the third-party will decide how to distribute it.

Community Housing Fund: fund or account managed by a third-party chosen by the Coalition. According to this CBA, project developers will place money into the fund. While money is placed into the fund to increase affordable housing in the surrounding community, the exact purpose of the fund is laid out within the CBA. The fund will hold that money. The coalition and the third-party will decide how to distribute it.

Construction Employer: any contractor performing work on the project, including subcontractors.

Contractor: any individual firm, partnership, owner-operator, or corporation, or a combination of these, performing work on the project.

Consumer Price Index (CPI): a measure of the average change - over time - of prices paid by urban consumers for a select list of consumer goods and services, including rental prices.³ The CPI is important because it tracks the increase in rental and mortgage prices residents have to pay over time.

County: name of the impacted county, such as Miami-Dade.

Developer: name of the corporation(s), limited liability company (LLC), partnership or other company entity responsible for project/development.

Developer Successor: any person or entity, for example., a corporation, LLC or partnership, that takes over partial or whole ownership of the project/development.

Formula retailers (“big box stores,” “chain stores/businesses”): businesses with multiple locations, usually franchises, that occupy more than twenty thousand (20,000) square feet (including supercenters, superstores, megastores, supermarkets, and their franchises).

HUD: United States Department of Housing and Urban Development, a department within the U.S. President’s cabinet that administers programs that provide housing and community development assistance.

Jobs Coordinator: an individual or entity, for example, a corporation, LLC, or partnership, designated by the Coalition to perform referral services and services under Section # of this agreement. The appointment of a jobs coordinator is subject to Developer/Developer Successor approval.

Local Resident: full-time tenant or homeowner residing within the [name of community], in [name of city].

On-Site Work: work, other than construction work, performed on the site of the development/project by an individual who is employed full-time or part-time at the development/project.

Organization: each entity, for example , corporation, LLC, partnership, nonprofit organization, and/or individual, that is a member of the coalition as defined above.

Party: each of the entities and/or individuals that sign this CBA.

Permanent Employer: current and/or future developer(s) and any entity that employs at least [number of employees, for example, 15 employees] to perform on-site work, as defined above. This does not include any owners of the entity or the owners’ family members.

Project: the site of the development and any construction made on the site by current and future developer(s).

³ This information is reported by the U.S. Department of Labor’s Bureau of Labor Statistics.

Project Work: shall mean construction work physically performed on the site of the project.

Poverty Zip Code: a zip code within the [city name, e.g. City of Miami] that contains all or part of a census tract in which the unemployment rate is larger than [percentage, for example 150%] of the average for [city or county name, for example Miami-Dade County]. This is important so that the situations of poor residents or unemployed residents are included in the planning.

A census tract is a small, defined geographic area that exists in order to conduct the census. The U.S. Census is a process that occurs once every ten years to count the population and determine certain characteristics of the population, for example race, income.

Qualified Resident: a Local Resident who either:

- (a) has a household income of less than [percentage, e.g. 50%] of the AMI in [city or county name, for example, Miami-Dade County], or
- (b) is a resident of [### zip code, residents displaced by the development], or
- (c) has one of the following barriers to employment at the time of program entry:
 - (i) being houseless; (ii) has a history of substance abuse; (iii) receives public assistance;
 - (iv) lacks a GED or high school diploma; (v) is a single custodial parent; or (vi) suffers from chronic unemployment.

Senior and Differently-abled and/or Disabled Housing: housing for senior and disabled residents under Miami-Dade, Florida, and HUD definitions. “Senior” means aged 55 and over.⁴In Florida, “disabled adult” or “frail elder” means a “physically disabled or handicapped person,”⁵ a person with a “developmental disability”⁶ or a person considered disabled under HUD standards.

Steering Committee: a working group of individuals that represent the coalition, the developer(s) and any other party that may be named (e.g., a municipality or government agency). The steering committee established by both the coalition, the developer(s), and other named parties.

Workforce development: nonprofit organizations, for-profit organizations, public sector agencies, associations, and activities/services that prepare people for employment and advance their careers.

Section 5. Responsible Contracting: *The developer must only hire or work with contractors that have good reputations under the applicable city or county standards.*

Section 6. Creating a Citizens Coalition of Community Groups: *Residents will need to operate through an organized community coalition and select responsible representatives who have the ability to participate and monitor real estate development and construction.*

⁴ This definition comes from the City of Miami’s Miami 21 Zoning Code.

⁵ S. 429.65(8), Florida Statutes

⁶ S. 760.22(7), Florida Statutes

Citizens Coalition: a working group of community representatives to help implement this CBA, address community and environmental concerns, raise concerns of marginalized groups including people of color, the elderly, and immigrant populations, and communicate with the Developer. The Citizens Coalition shall consist of [number] members from the following organizations: _____, _____, _____.

The members of the Citizens Coalition determine how it will be governed and run. The goal of the Citizens Coalition is to be a cooperative and inclusive organization.

Members of the Citizens Coalition can serve up to four (4) years total. Any Party that designates one or more members to the Citizens Coalition may remove any of those members for any reason. Any Party that can do this can also fill any of its openings on the Citizens Coalition as they arise.

Any member of the Citizens Coalition may step down at any time. Any member that steps down must do so in writing. It takes effect on the time and day stated in the written notice. If no day/time is stated, then it takes effect once the written notice is received by the Coalition.

Section 7. Citizen Coalition Obligations

Any obligations of the Citizens Coalition in this CBA are the obligations of the Citizens Coalition alone. They are not obligations of the individual organizations, individuals, and/or other entities represented in the Citizens Coalition. Still, the Citizens Coalition aims to gain full support from the organizations, individuals, and/or other entities it represents.

7.1 Letter of Support. If Developer(s) asks for it, each member of the Citizens Coalition must send a letter in support of the development/project to a governmental entity specified by Developer(s). *[The coalition would attach the text of the letter as an exhibit to the CBA.]*

7.2. Hearing Attendance. If Developer(s) asks for it in writing at least two weeks in advance, each member of the Citizens Coalition must speak in support of the development/project at a public hearing.

Section 8. Steering Committee: *A steering committee, defined as a group of individuals that makes decisions about the priorities of the project and manages its operations, is needed to ensure there is a formal group and mechanism through which the community and developer solve issues together.*

The Citizens Coalition and the Developer(s) must create a working group of representatives of the Citizens Coalition and the Developer(s) called a Steering Committee. The Committee must meet at least once every three months during the [timeframe, such as completion of project].

The Developer(s) must seek the advice of the Steering Committee in the following matters (examples below):

- A. Monitoring the CBA
- B. Managing the distribution of funds from the Developer(s) to the Community Benefits Fund
- C. Traffic issues and pedestrian safety related to the project/development, and
- D. Environmental concerns, including air quality and green-friendly construction.

Section 9. Rules of the Steering Committee

9.1. The Steering Committee must meet regularly to make plans to carry out this CBA. Developer(s) will provide [ex: \$75,000] per year for the Steering Committee to operate. Those funds will be deposited in the Community Benefits Fund.

Voting and other operating rules of the Steering Committee will be determined by the Citizens Coalition and Developer(s). The Steering Committee will also direct spending from the Community Benefits Fund and the Community Housing Fund. This process should be driven by the community impacted by the project/development.

9.2. Implementation through Relevant Contracts. Current and future Developer(s) may contract with other partners or subcontractors, e.g., companies, LLCs, or partnerships, to help with the project/development. In those cases, current and future Developer(s) must make sure that those contracts require their partners and/or subcontractors to follow the responsibilities of this CBA.

Current and future Developer(s) must also give the members of the Citizens Coalition the right to sue those partners and/or subcontractors in case they do not live up to their contracts. Those contracts must also include any other requirements for partners and/or subcontractors that the Citizens Coalition and current and future Developer(s) agree on. Current and future Developer(s) and/or Citizens Coalition members must either end a contract or sue to enforce the contract if partners and/or subcontractors violate the contract.

Section 10. Agreement Overview: General Terms

Category B: Community Outreach - Sections 11 - 15

Section 11. Community Meetings: *This section requires that the developer hold pre-construction meetings with the community so that Residents receive prior notice of the planned construction and their wishes are included in the planning.*

11.1. Number of Meetings. Developer(s) must organize a minimum of three (3) community outreach meetings. Members of the public will be invited to access information about the plan for the project/development, zoning and land use issues, benefits promised to the public, and other relevant materials. Developer(s) must provide communications in a language other than English if more than 40% of households in the area need it. Census data can be used to track the language spoken in homes.

11.2. Meeting Notice. Developer must notify the public of the community outreach meetings in the following manner:

- Provide advance notice for community outreach meetings 18 to 21 days before each community outreach meeting. The notice should be sent by mail to all homeowners and renters within the project/development site, as well as homeowners and renters within ### feet of the

project/development. Developer(s) must share a copy of the mailing list with [designated entity, such as a city planning department] to verify accuracy.

- Community outreach must occur within the timelines required for City/County approvals, such as Special Area Plans (SAP). Developer(s) must organize community outreach meetings to occur at the following phases of the review process:
 - **Community Review:** One or more additional community outreach meeting(s) must be held at least 14 days after the meetings of the relevant governmental planning board. The purpose is to discuss the Developer(s) proposal for the project/development and recommendations from local government agencies [e.g., the Planning and Zoning Appeals Board].⁷

Section 12. Studies Prior to Approval: *The Model CBA recommends that the Citizens Coalition and/or governmental agencies request and conduct certain studies prior to developing the project. Example studies include a Pricing Impact Study, a Displacement Study, and/or an Environmental Impact Study. The cost of the studies can be paid by the government, developer, or research institutes, etc. The study results must be made available to the public and should inform the content of the CBA.*

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

The following types [or number] of retail establishments are prohibited in the project/development: examples include big box stores, liquor stores, chain or formula stores.

Section 14. Relocation Assistance: *Large scale developments or revitalization projects often eliminate affordable apartments and housing. This section describes the relocation/new housing assistance that will be provided to displaced residents.*

Developer(s) will establish a relocation program to address problems that may be faced by families that may be relocated in connection with the project/development.

14.2. Meet and Confer. The Developer agrees to meet and consult with the Citizens Coalition, [City/County] Commissioners, and other [City/County] staff to seek and obtain permanent affordable housing for families relocated in connection with the project/development.

14.3. Assistance. Developer(s) will help the Citizens Coalition seek and obtain permanent affordable housing for relocated families.

14.4. Notice of Availability. For three years, Developer(s) will use extensive, honest efforts to advocate for [relevant public sector agency] to give a 30-day notice that affordable housing units created by the project/development are available.

⁷ At least one (1) community outreach meeting must take place before an agreed-upon milestone, such as official submission to the planning department so the Applicant's Letter of Intent can reflect on the public's response to the proposal.

14.5. Timing. Developer(s) obligations will begin within [time] after this CBA is signed.

14.6. Funding. Developer(s) will make cash payments to qualified residents between [range of payment amounts] to help them relocate.

14.7. Reporting. Developer(s) must prepare a relocation assistance report.

Section 15. Bonus Density: *A “density bonus” is an incentive-based tool that permits a developer to build more housing units on a site than would normally be allowed in exchange for either funds or “in-kind” (goods, services) support and benefits for the community.*

Category C: Housing and Employment Sections 16 - 21

Section 16. Housing: *This section addresses Inclusionary/Affordable housing that is needed in Miami Dade County, where half of all households are cost-burdened as of 2018. Cost-burdened households pay more than 30 percent of their income for housing and may have difficulty affording necessities such as food, clothing, transportation, and medical care.*

Most of these households earn lower incomes. 250,000 of them (30% of all households) earn less than \$35,000 per year and pay more than they can afford for their rent or mortgage. The combination of expensive housing stock relative to incomes means that we have a significant shortage of affordable homes.

Today, there is a gap of 121,820 units that are affordable and available to renters earning 0-50% of AMI. Meanwhile, 42,920 homeowners earning 50-80% of AMI are cost burdened. To meet our current and future housing needs, we should produce or preserve affordable homes for 210,000 households by 2030. These efforts should be targeted towards 160,000 renter households earning less than 50% of AMI and 50,000 owner households earning less than 80% of AMI.⁸

16.1. Inclusionary zoning / Definition of affordability. The project/development will create affordable residential units for low-income tenants. Affordability will be determined by family income. This will take into account the median income of the project/development’s census tract(s), the AMI of the City/area, and feedback from community outreach efforts.

16.2 Developer Affordable Housing Program. The Affordable Housing Program is more than state law requires. At least 20% of the project/development’s total space, or 50% of its residential space if that means more housing, will be affordable to low-income residential tenants. Current and future Developer(s) will build or work with community-based affordable housing developers to build housing units under this Program.

⁸ Miami-Dade Affordable Housing Framework © 2020 Miami Homes For All

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

16.2.1.1. [##]% affordable to families earning zero to [##]% of Area Median Income (“AMI”);

16.2.1.2. [##]% affordable to families earning [##% to ##%] of AMI;

16.2.1.3. [##]% affordable to families earning [##% to ##%] of AMI.

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

16.2.2. Location. Affordable units may be built within the project/development or off-site. Units built off-site will be located within a [radius, e.g. three-mile radius] from [location].

16.2.3. Senior and Differently-abled and/or Disabled Housing.

16.3. Affordable Housing Leasing and Monitoring.

16.3.1. Initial Lease-Up. Staff members hired to lease spaces within the project/development will meet with a representative designated by the Citizens Coalition (“Coalition Representative”). The Coalition Representative may be either a person or an entity.

16.3.2. Covenants: *A covenant is a promise to perform or not perform a specific action concerning a property. The promise or agreement is attached to the property. For instance, when you purchase a property, you may take the property subject to one or more covenants. Like deeds, these covenants are often recorded, or filed, with the Clerk of Courts. In Miami-Dade County, you record a covenant at the Clerk of Court’s office, and the Recording Department takes care of filing it.*

16.4 Cooperative Development with Community-Based Organizations. Developer(s) will also seek partnerships with nonprofit affordable housing developers in the area.

16.4.1. Interest-Free Loans.

16.4.2. Prequalified Non-Profit Development Corporations [list of non-profit name(s)].

16.4.3. Use of Community Housing Funds. The interest-free loans may be used by organizations for these purposes: acquire land (and related actions), rehabilitate existing buildings, studies that determine the possibility of building on land, applications for more funding and legal costs, and other expenses approved by current and future Developer(s).

Section 17. Living Wages

Current and future Developer(s) must pay all employees and independent contractors a minimum living wage of [ex: Miami Dade \$13.61 per hour with qualifying health benefits valued at least \$3.45 per hour, otherwise \$17.06 per hour]. The living wage must increase annually based upon the CPI. Any employee or independent contractor can sue current and future Developer(s) to enforce this provision.

Section 18. Construction Jobs

18.1. Jobs Program

18.1.3.1.3. Liquidated Damages for Non-Compliance. If current and future Developer(s) has not met hiring goals under the CBA, Developer must pay to the Community Benefits Fund [dollar amount, e.g. \$168 (\$21 per hour)] for each workday⁹ where the goals were not met.

Section 19. Permanent Jobs

19.1. Permanent Jobs Funding. Developer(s) will pay a total of [dollar amount, e.g., \$300,000] to the Community Benefits Fund. [dollar amount, e.g. \$200,000] will be used to fund job training and referral services. [dollar amount, e.g. \$100,000] will be used by the Citizens Coalition to monitor, implement, and enforce this CBA.

19.2. Permanent Jobs First Source Hiring Requirements

19.2.1. Local Resident Hiring Requirement. Current and future Developer(s) will make all possible efforts to ensure that at least [percentage, e.g. 40%] of employee hours of work on the project/development is performed by Local Residents (the “Permanent Hiring Goal”). Current and future Developer(s) will also make all possible efforts to ensure that any employer working on the project with 15 or more employees meets this requirement for Local Residents.

19.2.2. Hiring Process

Section 20. Full-time versus part-time jobs: *This section requires that a certain percentage of jobs in the project must be full-time because part-time jobs typically pay less than full-time positions, forcing the part-timer to seek multiple jobs. Part-time jobs may not afford the worker the depth of experience that is needed to advance into higher paying full-time positions. With no benefits, part-timers are left to their own devices to cover medical expenses. Since the economic foundation that should be formed in the early years of a career is deferred, some young workers may never fully recover.*¹⁰

Hiring and Training.

⁹ A workday is eight (8) hours of work for one employee.

¹⁰ *How Part Time Jobs Influence the Economy*, The Houston Chronicle www.work.chron, Thomas Metcalf.

At least twenty percent (20%) of the people employed by Developer(s) during the first two (2) years of operation of the project/development will work full-time. After the first 2 years, at least forty percent (40%) of all people employed by Developer(s) will work full-time during all other years of operation of the Project.

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

Ban the Box: The Permanent Jobs requirement does not require hiring people who do not comply with hiring requirements, including drug tests. However, Developer(s) and partner/subcontractor cannot ask for information about the past criminal record of job applicants. Information about an applicant's criminal record cannot be used to disqualify that applicant.

Category D: Community Economic & Quality of Life - Sections 22 - 30

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

Developer will give a minimum of [ex: 50%] of its contracts to small business enterprises (SBE), minority-owned business enterprises (MBE), and women-owned business enterprises (WBE) firms.

Section 23. Local Procurement

The Developer(s) should create a plan, called a Procurement Plan ("Plan"), that will outline how Developer(s) can increase the goods and services purchased from businesses located within Miami-Dade, and more specifically, from businesses owned by people of color and businesses in neighborhoods impacted by the project.

Section 24. Profit Sharing / Revenue Contribution if the project generates income (example: sports arena, music venue): *The purpose of this section is to ensure that the community receives part of the profits generated by new sports arenas for professional sports teams constructed in their neighborhoods. The initial construction or renovations cost millions of dollars, displace existing neighborhood housing and businesses and much of the funding comes from public sources including tax subsidies, and state and local government issuance of tax-exempt bonds. This section provides a mathematical formula that determines how much of the annual profits from the arena or facility operation will be returned to the community and allows the community to use the facility for free or at discounted rates.*

Section 25. Run rate Contribution from and Use of a unique revenue producing facility (Ex.

Entertainment center, shopping mall): *The purpose of this section is to ensure that the community receives part of the profits generated by new entertainment centers and malls constructed in their neighborhoods. This section provides a mathematical formula that determines how much of the annual profits from the entertainment center, malls, etc. operation will be returned to the community and allows the community to use the facility for free or at discounted rates.*

Section 26. Construction of Ancillary Buildings / Facilities: *The developer will be asked to build a number of buildings and facilities for the community's benefits. This section lists possible options:*

26.1. Job Training Center, 26.2. Elder Care Center, 26.3. Education Facilities / School, 26.4. Community Center., 26.5. Athletic Center, 26.6. Wi-Fi, Optic, and Advanced Technology Infrastructure, 26.7. Youth Center, 26.8. Grocery Store, 26.9. Museum., 26.10. Art Plaza / Art Installation, 26.11. Playground, 26.12. Retail Space for project residents, 26.13. Historic Preservation, 26.14. Neighborhood Infrastructure Improvements

Section 27. Community Housing Fund and Community Benefits Fund: *In consideration of the anticipated revenues and profits the developer will earn from the development as well as the existing and future needs of the community, a community can require that the developer donate a large amount of money to a fund for the community's benefit. It is important that the funds are kept by a reliable organization and utilized the way the community desires.*

Management of Community Housing Fund and Community Benefits Fund. Developer(s) and the Citizens Coalition will negotiate an agreement with a foundation or other community-approved community-based organization. The foundation or organization will accept funds provided by Developer(s) under this CBA for the Community Benefits Fund and the Community Housing Fund. The agreement will require that the foundation or organization:

- 27.1 Establish a trust to manage the Funds
- 27.2 Require the foundation or organization to deposit and maintain the Funds in a bank chosen by Citizens Coalition and Developer(s);
- 27.3 Restrict grants of Funds to the purposes outlined in this CBA and distribute money from Funds according to timelines, processes, and purposes decided by the Steering Committee.

Section 28. Funding for Community Programs: *Communities can specify how donated funds will be used. See the following examples:*

28.1. Small Business Grants Program, 28.2. Small Business Loans (revolving loan fund)¹¹ to finance the creation and/or growth of small businesses located in [community/neighborhood] and/or owned by residents of [community/neighborhood]. 28.3. Job Training Program, 28.4. Art Funding at Local High Schools, 28.5. High School work-based learning opportunities, 28.6. Youth Sports Program, 28.7. Youth Scholarships, 28.8. Health Services, 28.8.1. Community Health Outreach. 28.8.4. Community health needs assessment.

Section 29. Environment Issues / LEED Certification

Section 30. Parks and Recreation

¹¹ A revolving loan fund is a source of money from which loans are made for multiple small business development projects. It is called "revolving" because once a small business pays back its loan, that money can be loaned out to another small business later. The money leaves the fund, returns to the fund once the money is paid back, and it leaves the fund again in the form of a future loan.

Section 30.1. Creation of Park and Recreation Facility.

Category E: Enforcement and Reporting Sections 31 - 33

One of the most important aspects of a CBA is whether residents can make a developer do what it has committed to do. This section describes what happens when a developer or the citizens coalition fails to follow the terms of the CBA. First, each party will be told in writing what they have failed to do. Then they will be given a certain time frame to fix it/comply. If one party feels it has not violated the terms of the agreement, then the parties must go to mediation¹² If the parties are not able to settle the dispute through mediation, the parties may then go to court or arbitration.¹³ They must pick one or the other.

Section 31. Enforcement

31.1 Default

31.2 Right to Cure

31.3 Mediation¹⁴

31.4 Legal Remedies

Option 1: Equitable Relief / Court1. Equitable Relief.

If a member(s) of the Citizens Coalition is/are in default, the party claiming the default may give up the claim. The party claiming the default also may sue after trying the other options for enforcement in 31.1, 31.2, and 31.3.

If the alleged default injures any party beyond repair, then the affected party can immediately sue. This includes filing an action in [name of court] (the “Court”) to require that the party at fault carries out their duty(ies) under the CBA.

Any party to this CBA may sue in court to enforce any term of this CBA that allegedly has been breached. The Court can order the defaulting party to act in a way that complies with the CBA or refrain from acting in a way that is creating the default. The Court can do this on a temporary or permanent basis.

¹² Mediation is a procedure where two or more affected parties discuss disagreements with the help of a trained impartial third person(s) who helps them reach a settlement or agreement. The mediator is often an attorney. The mediator cannot give legal advice, however.

¹³ Arbitration is a process outside of the courts where two disagreeing parties agree that one or more appointed persons can make a decision about the disagreement after reviewing evidence and hearing arguments from both sides. When arbitration is “binding,” the decision is final, can be enforced by a court, and can only be appealed on narrow grounds.

¹⁴ See footnote 13

Option 2: Arbitration¹⁵

2. Binding Arbitration. If the defaulting party's failure to comply with this CBA has not been corrected by negotiation or voluntary mediation, or otherwise corrected within the 60-day cure period noted above, then any legal justification to sue over the disagreement must be settled through a process of binding arbitration in Miami-Dade County, administered by JAMS¹⁶ ("JAMS").

2.1. Arbitration Rules.¹⁷

2.2.. Selection of Arbitrators. One (1) individual, known as a Qualified Arbitrator (QA), will resolve any disagreement that goes to arbitration.

Section 31.5. Information. If one party requests it, then another party must provide records or information necessary to track compliance with this CBA. No party can request the same or similar records or information more than twice a year, unless the specific obligation under this CBA requires more frequent reporting. The parties must agree that this is the case.

Section 32. Reporting Requirements

32. 1 Responsible contracting report.

32.2 Hiring report.

32.3 Relocation assistance report.

Section 33. Signatures.

| | |
|--|--|
| <p>[Name of Party], DEVELOPER [Description of entity] a [state] corporation By: _____ Name: _____ Title: _____</p> | <p>[XYZ COMMUNITY GROUP], a [state] nonprofit corporation By: _____ Name: _____ Title: _____</p> |
|--|--|

¹⁵ See footnote 14

¹⁶ Founded in 1979, JAMS is the world's largest private alternative dispute resolution (ADR) provider.

¹⁷ The JAMS Rules can be found here: <https://www.jamsadr.com/rules-comprehensive-arbitration/>.