

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

MARLIN HOUSING PARTNERS, LP

Petitioner,

v.

FHFC Case No. 2023-093BP
DOAH Case No. 23-004932BID

FLORIDA HOUSING FINANCE
CORPORATION

Respondent,
and

MHP MIAMI I, LLC

Intervenor.

FINAL ORDER

This cause came before the Board of Directors of the Florida Housing Finance Corporation (“Board”) for consideration and final agency action on February 2, 2024. Petitioner Marlin Housing Partners, LP (“Marlin Housing” or “Petitioner”) and Intervenor MHP Miami I, LLC (“MHP” or “Intervenor”) were applicants under RFA 2023-203: Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County (the “RFA”).

1. At the October 27, 2023 Board meeting, three applicants were preliminarily selected for funding, including MHP Miami I, LLC (“MHP”). Marlin Housing Partners, LP (“Marlin Housing”) was deemed eligible for funding but,

FILED WITH THE CLERK OF THE FLORIDA
HOUSING FINANCE CORPORATION

Amr. Ramirez / DATE 2/2/2024

according to the funding selection process outlined in the RFA, was not selected for funding.

2. Marlin Housing timely filed a Formal Written Protest and Petition for Administrative Hearing (the “Petition”) challenging Florida’s Housing scoring and ranking of the RFA applicants. Specifically, Marlin Housing challenged the proximity points received by MHP, claiming that neither the medical facility nor the pharmacy listed in MHP’s application qualified to receive proximity points under the terms of the RFA.

3. A Notice to Bidders was issued by Florida Housing informing all bidders that their substantial interests might be affected by the Petition. The intervenors timely filed Notices of Appearance and intervened in the matter. The Petition was referred to the Division of Administrative Hearings (“DOAH”).

4. Based upon the evidence provided during the litigation process, on January 18, 2023, Marlin Housing, Florida Housing, and MHP entered a Consent Agreement whereby the parties agreed that the medical facility and pharmacy provided in MHP’s application do not satisfy the definitions outlined in the RFA, that MHP’s application was not entitled to proximity points for either the pharmacy or the medical facility, and that MHP’s application is, therefore, ineligible for failing to achieve the minimum total proximity points required by the RFA. A copy of the Consent Agreement is attached as **Exhibit A**.

ORDER

In accordance with the foregoing, it is hereby **ORDERED**:

MHP's application is ineligible for failing to achieve the minimum proximity points required by the RFA.

DONE and ORDERED this 2nd day of February, 2024.



FLORIDA HOUSING FINANCE
CORPORATION

By: _____

Chairperson

Copies to:

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NOTICE OF RIGHT TO JUDICIAL REVIEW

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF THE FLORIDA HOUSING FINANCE CORPORATION, 227 NORTH BRONOUGH STREET, SUITE 5000, TALLAHASSEE, FLORIDA 32301-1329, AND A SECOND COPY, ACCOMPANIED BY THE FILING FEES PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, 2000 DRAYTON DRIVE, TALLAHASSEE, FLORIDA 32399-0950, OR IN THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES. THE NOTICE OF APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

HTG SKYVIEW, LTD.
Petitioner,

DOAH Case No. 23-0004931BID

v.

FLORIDA HOUSING
FINANCE CORPORATION

Respondent

and

QUAIL ROOST TRANSIT
VILLAGE V, LTD.

Intervenor.

MARLIN HOUSING
PARTNERS, LP
Petitioner,

DOAH Case No.23-004932BID

v.

FLORIDA HOUSING
FINANCE CORPORATION

Respondent.

and

MHP MIAMI I, LLC
Intervenor.

CONSENT AGREEMENT

Petitioner, Marlin Housing Partners (“Marlin Housing”), Intervenor MHP Miami I, LLC (“MHP Miami”) and Florida Housing Finance Corporation (“Florida Housing”) by and through

undersigned counsel, hereby present the following Consent Agreement in accordance with Section 120.57(4), Florida Statutes.

PRELIMINARY STATEMENT

1. On July 7, 2023, Florida Housing issued *RFA 2023-203 Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County* (the “RFA”).

2. Marlin Housing submitted Application No. 2024-200C in response to the RFA. MHP Miami submitted Application No. 2024-181C.

3. Florida Housing received 48 eligible Applications in response to the RFA.

4. The designated Review Committee recommended that Florida Housing’s Board of Directors (the “Board”) find certain Applications eligible including Marlin Housing and MHP Miami. The Review Committee further recommended that the Board select MHP Miami’s Application for funding under the Family Development that qualified for the Geographic Area of Opportunity/SADDA goal.

5. At the October 27, 2023, Board meeting, the Board approved the preliminarily funding recommendations from the Review Committee.

6. Marlin Housing timely filed its Notice of Intent to Protest followed by a Formal Written Protest and Petition for Administrative Hearing (the “Petition”) challenging the eligibility of MHP Miami for the Proximity Funding Preference and Minimum Proximity Points. The Petition was forwarded to the Division of Administrative Hearings (“DOAH”) and a formal administrative Hearing is scheduled to commence on January 26, 2024.

7. Florida Housing issued a Notice to All Bidders on the RFA. The Notice informed all bidders that their substantial interests might be affected by the disposition of Marlin Housing’s Petition and advised bidders of their opportunity to intervene.

8. MHP Miami timely filed a Notice of Appearance by a Named Party.

STIPULATED FINDINGS

9. Florida Housing is a public corporation that is organized to provide welfare by administering the governmental function of financing and refinancing housing and related facilities in the State of Florida.

10. Chapter 67-60, Florida Administrative Code, establishes the procedures by which Florida Housing administers the competitive solicitation funding process for the allocation of funding.

11. The RFA was issued pursuant to and in accordance with Rule 67-60.003, Florida Administrative Code, and is adopted and incorporated by reference.

12. MHP Miami Application is ineligible for failing to achieve the Required Minimum Total Proximity Points. Specifically, MHP Miami provided Lifesaver Pharmacy (“Pharmacy”) and the Country Walk Family Medicine (“Medical Facility”) as Community Services. Unknowingly, the Pharmacy and Medical Facility failed to satisfy the definition of Pharmacy and Medical Facility as set forth in the RFA. Based upon the discovery conducted to date and these stipulated facts, the parties agree that MHP Miami should have received zero points for both its Pharmacy and Medical Facility, resulting in MIIP Miami failing to achieve the Required Minimum Total Proximity Points of 10.5.

13. By entering into this Agreement, MHP Miami denies any wrongdoing or intentional misrepresentation, and neither Florida Housing nor Marlin Housing asserts any wrongdoing or intentional misrepresentation by MHP Miami.

14. The Parties agree that this Agreement does not constitute the withdrawal of an Application by MHP Miami, or by its Developer or Financial Beneficiary of the Applicant or Developer, and

shall not result in any points loss, preference, loss, ineligibility determination penalty or negative impact in any pending or future Florida Housing program.

STIPULATED CONCLUSIONS OF LAW

15. Considering the foregoing stipulated facts and to avoid the time, expense, and uncertainty of litigation, the parties agree that MHP Miami's Application in RFA 2023-202 is ineligible. The Parties further agree that pursuant to the funding and selection process outlined in the RFA, Marlin Housing is selected for funding subject to Credit Underwriting requirements.

16. The undersigned attorneys represent that they have the authority to execute this Consent Agreement on behalf of their respective clients.

17. Pursuant to Sections 120.569 and 120.57 (3), Florida Statutes, and Chapter 67-60, Florida Administrative Code, the Florida Housing Board has jurisdiction over the parties to this proceeding.

18. With the execution of this Agreement the Parties will file a Joint motion to relinquish jurisdiction of this proceeding at DOAH to allow the Board to take final agency action.

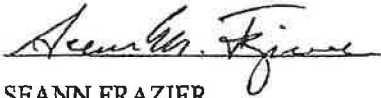
19. This Consent Agreement is subject to approval of the Board. If the Board does not approve this Consent Agreement, no Final Order will be issued, and this Consent Agreement shall be null and void as if it were never executed. The Parties agree that in the event the Board does not approve this Agreement, Marlin Bay shall be allowed to reopen its challenge at DOAH.

20. The parties waive all rights to appeal this Consent Agreement and the Final order to be issued in this case. Each party shall bear its own costs and attorney's fees.

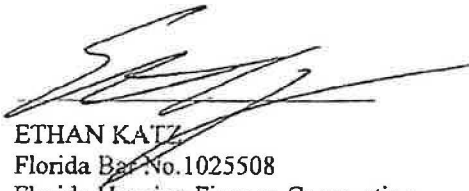
Respectfully signed this 18th day of January 2024.



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