



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE X AND THE Y

The parties to this agreement-X and Y- have agreed to work together in furtherance of their mutual interests regarding the provision of training, technical assistance (TA) and financial assistance to community-based organizations (CBOs). This MOU shall commence on _____ and shall terminate on _____, unless sooner terminated by the parties. Either party may terminate this MOU at any time upon written notice to the other party.

For its part, X is seeking to launch and sustain a three-pronged training, TA and mini-grant program to engage CBOs, organizers and local leaders in various aspects of mixed-use real estate development and community benefits planning/ advocacy as a major programmatic component of the Program. A description of the Program is attached to this document.

Y, for its part, has been -and will continue to be- actively engaged in the provision of commercial and mixed-use development training, TA and financial assistance (grants, recoverable grants and loans) to a range of non-profit developers, community development corporations (CDCs), and others, consistent with its core programmatic goals and activities.

X and Y are now proposing to join together to carry out a coordinated and complementary set of support activities to enhance the capacity and impact of CDCs, CBOs, faith-based organizations, advocacy groups and community organizers, residents and leaders ("targeted participants") in certain targeted low-income neighborhoods: _____

Focusing on opportunities that combine truly affordable housing, quality goods and services, and living wage jobs for residents, X and Y shall each contribute resources, tools and expertise to: 1) build more local capacity related to keystone mixed-use/commercial developments and neighborhood corridor improvement initiatives; 2) foster new and strengthen existing partnerships and alliances; and, 3) promote equitable benefits that are measurable and sustainable.

Based on an analysis of their respective resources, tools and expertise, X and Y have determined that the roles and responsibilities described below are appropriate to ensure that the interests and goals for both parties are acknowledged and advanced:

FOR X:

1. TRAINING through a series of forums focused on a number of topics of interest to a cross-section of targeted participants to encourage their active participation in keystone mixed-use/commercial developments and neighborhood corridor improvement initiatives.

2. TECHNICAL ASSISTANCE to bring together private sector and experienced nonprofit developers as mentors to—or partners with— lesser experienced targeted participants and to enhance the ability of these newly-created partnerships to access equity capital.
3. FINANCIAL ASSISTANCE through a fund that will provide mini-grants for developer teams to hire qualified consultants to assist with collaborative planning, negotiating with partners, structuring community benefits plans and other development-related tasks.

FOR Y:

1. TRAINING through four (4) Y-sponsored Commercial and Mixed-Used Development Training Sessions with targeted participants, public agency staff and others who are either currently or potentially involved in mixed-use/ commercial developments and neighborhood corridor improvement initiatives.
2. TECHNICAL ASSISTANCE through the use of Y's staff and consultants that can assist targeted participants with specific aspects of their development projects.
3. FINANCIAL ASSISTANCE through a grant and loan program for pre-development and related expenses in conjunction with mixed-use/ commercial developments and neighborhood corridor improvement initiatives.

FOR BOTH:

1. TIERED-FINANCING POOLS, where appropriate, that combine the resources of X and Y to provide flexible and timely funding —i.e., seed capital for: market analysis, planning, site control structuring partnerships, accessing equity, etc.—to different types of development teams and projects.
2. SUB-CONTRACTING ARRANGEMENTS, where appropriate, to compensate X and Y staff/consultants for resources, services, tools, documents and expertise provided by one agency to the other. The parties will negotiate the terms of the subcontracts on a case-by-case basis.

To promote a coordinated working arrangement, X and Y will jointly develop a MASTER TRAINING CALENDAR of their sponsored events. In addition, X and Y will each designate a representative. The representatives and/or their designees will meet whenever necessary and will maintain regular and ongoing communication between them via phone, on-site visits, e-mail notices, and other forms of communication. X and Y agree to make a good faith effort to resolve any and all differences arising between them in the interpretation or performance of this MOU.

X and Y will provide to each other such reports on their activities under this MOU as are reasonably requested by the other party in order to fulfill its reporting requirements to any funding source.

X and Y shall each maintain a policy of comprehensive general liability insurance of at least \$1 million in coverage, and such other bonding and liability insurance, including but not limited to unemployment and worker's compensation insurance, required by law or usual and customary with respect to the conduct of its activities, including its activities under this MOU. X and Y agree to mutually indemnify, assume the defense of (if requested), and hold harmless the other party, including their directors, officers, employees, and agents, against any claim, action, loss, damage, injury, expense (including attorney fees), judgment, and liability of any kind or nature that may be assessed against the party requesting indemnification, in connection with the performance of services under this MOU, except for the grossly negligent or willful misconduct of the party requesting indemnification.

X and Y have or will secure all personnel required in performing their services under this MOU, and shall be responsible for all taxes and other payments, and all reporting requirements, for the personnel that each uses in the performance of its services.

In the performance of their services, X and Y agree to comply with all laws, ordinances, rules, and regulations of any government or administrative agency, federal, state or local, that affect performance of its services. Nothing in this MOU shall be construed to interfere with or otherwise affect the rendering of services by either X or Y in accordance with its independent and professional judgment. X and Y shall each perform services substantially in accordance with generally accepted practices and principles of its profession.

X and Y shall hold all rights to any work product they develop pursuant to this MOU. X and Y shall permit the non-exclusive use of any such work product by the other party in the performance of the other party's services under this MOU, pursuant to a SUB-CONTRACTING ARRANGEMENT, as described above, where appropriate.

X and Y agree not to disclose to any third party any confidential information received from the other party without that party's written consent, and shall not use such confidential information except in the performance of services under this MOU. X and Y have the right to perform services for third parties during the term of this MOU, provided that the services do not relate to matters that are confidential to the other party.

This MOU constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Amendments of this MOU must be in writing and signed by a duly authorized representative of X and Y.

This MOU shall be governed by and construed in accordance with the laws of the State of California.

No party shall assign, subcontract, or transfer its interest in this MOU or the work thereunder without the prior written consent of the other party.

X and Y have full power and authority to enter and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU.

President, X

President, Y

DATE:

DATE: