

MEMORANDUM OF UNDERSTANDING
Veteran's Community Project

This Memorandum of Understanding ("Agreement") is entered into this _____ day of _____, 2023 by and between the City of Glendale, an Arizona municipal corporation ("City") and Veteran's Community Project, an Arizona non-profit organization corporation ("VCP"), collectively referred to as the "Parties" and individually as the "Party".

RECITALS

- A. VCP is a national non-profit organization that develops and operates transitional housing for homeless Veterans at multiple campuses throughout the country. VCP desires to locate a transitional housing facility for veterans in the City of Glendale.
- B. City desires to utilize city-owned real property comprised of parcels 143-34-009A, 143-34-008G, 143-34-008H, 143-34-001B, 143-34-010A, 143-34-005A, and 143-34-006C ("City Property") to be the location of a transitional housing facility for veterans ("Project") and to develop the Project with VCP for the benefit of the public.
- C. The Arizona State Legislature has voiced its support of the Project and allocated three million two hundred fourteen thousand, five hundred dollars (\$3,214,500) ("State Contribution") for use by the City and VCP for pre-construction activities and construction of the Project.
- D. This MOU outlines the terms and condition under which the City and VCP will pursue the predevelopment and development activities including but not limited to hiring consultants to assist with zoning, site plan design, pre-construction activities, fundraising activities, and project management while discussing and negotiating detailed definitive agreements pertaining to the Project.
- E. Detailed and definitive agreements pertaining to the Project will include but are not limited to funding subrecipient terms and conditions, proposed project budget, development deliverables and construction timeline, requirements related to the completion of the project, ongoing operations, site control mechanism, performance management and reporting, operational control and management, funding ongoing operating expenses, contract administration, or other operational items related to establishing the Project as determined by the City, in its sole and absolute discretion.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. PROJECT

VCP proposes to construct a transitional housing facility to serve homeless Veterans on City Property consisting of a minimum of 50 units of non-congregate, housing. The Project shall include on-site supportive services for residents and administrative offices for VCP operations.

2. REIMBURSEMENT OF PRE-DEVELOPMENT AND DEVELOPMENT COSTS

- a. City shall reimburse VCP from the State Contribution in an amount not to exceed \$321,450 which represents ten percent of the State Contribution for all Eligible Expenses paid by VCP that are reasonably necessary to further the Project, including fees and costs associated with consulting, design, engineering, fundraising, travel, or personnel expenses (Eligible Expenses). Any travel related expenses must comply with the City's Travel Expense Reimbursement Policy.
- b. The City's obligation to reimburse VCP will at all times be subject to the availability of the State Contribution and to any expenditure and reporting requirements that must be adhered to as required by the terms of the State Contribution. The City will determine the availability of funds under this agreement in its sole and absolute discretion.
- c. If the Arizona State Legislature or any other federal, state, local agency, or any other agency or instrumentality other than the Parties amends, suspends, or terminates its fiscal obligation under or provided as contemplated in this Agreement, the Parties may amend, suspend, or terminate this Agreement. In the event of termination, the Parties shall be liable for payment only for costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement.

3. REQUEST FOR REIMBURSEMENT

VCP shall submit invoices to the City for reimbursement on a monthly basis. Invoices must include a clear and complete description of the Eligible Expense, documentation showing the expense was paid, and must clearly demonstrate that the expense was an Eligible Expense. All final reimbursement requests must be submitted no later than 30 calendar days after the termination of the Agreement. VCP shall register on the City's Vendor Self Service portal to receive reimbursements through electronic funds transfer.

4. DEVELOPMENT RESPONSIBILITIES

a. City Obligations:

- City will pursue an intergovernmental agreement with Maricopa County to provide capital funding for the Project City will meet and confer with VCP regarding the terms and conditions of the IGA and confirm VCP's agreement to be bound to the terms and conditions of the IGA, prior to executing the IGA. However, City shall not be required to guarantee any such capital funding, nor will it be obligated to cover any anticipated capital funding.
- City shall, upon receipt of a formal application from VCP, authorize VCP to initiate a Zoning and General Plan Amendment on the City's behalf relating to city-owned parcels 143-34-009A, 143-34-008G, 143-34-008H, 143-34-001B, 143-34-010A, 143-34-005A, and 143-34-006C for the Project.
- City agrees to waive one hundred percent (100%) of any planning, permitting and inspection fees ("Community Development Fees"), in exchange for VCP's performance of its obligations under this Agreement. VCP acknowledges the Community Development Fees do not include Development Impact Fees, and the VCP agrees it will pay all development impact fees related to the Project.
- City will convey to VCP certain property rights to allow for the use of the City Property by VCP for the Project, subject to City Council approval of detailed and definitive agreements pertaining to the Project.
- City will utilize the State Contribution for the Project.

b. VCP Obligations:

- VCP shall initiate a Zoning and General Plan Amendment on the City's behalf relating to city-owned parcels 143-34-009A, 143-34-008G, 143-34-008H, 143-34-001B, 143-34-010A, 143-34-005A, and 143-34-006C for the Project.
- VCP shall prepare and submit to the City for review and approval a comprehensive site plan including, elevations, and design plans, landscape plans and any other development plans and items typically submitted to governmental agencies in conjunction with the development and subject to approval by the City prior to issuance of building permits through the City's standard design review process.
- VCP shall submit to the City a formal plan to establish and execute a fundraising campaign that will include the creation and appointment of a capital campaign committee. VCP shall appoint a city representative to the capital campaign committee.
- VCP shall develop a final Project budget. VCP shall prepare a timeline for the development of the Project that shall, at a minimum, include the date of application for zoning, commencement of construction, completion of construction and occupancy.

c. Parties' obligations

- The City and VCP agree that as the Project develops, the Parties shall use best efforts to negotiate and enter subsequent agreements outlining the respective Parties' long-term obligations including, but not limited to, the conveyance of property rights, operating responsibilities, financial obligations, compliance and reporting requirements, and the use and distribution of the balance of the State Contribution

5. AMENDMENTS

Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated (except as provided herein), except by an instrument in writing signed by all of the parties to this Agreement.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter herein, and supersedes and replaces any prior agreements or understanding, whether written or oral, between the parties with respect to such matters.

7. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision of the Agreement is deemed or held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforcement ability of the remaining provisions shall not in any way be affected or impaired.

8. COMPLIANCE WITH THE LAW

The Parties shall comply with all federal, state, county, municipal and other government statutes, ordinances, laws, and regulations now or hereafter enacted or amended related other subject matter of this Agreement.

9. TERM

This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for a period of one year from the above date. The period of performance for Eligible Expenses shall be July 1, 2023, through the termination date. Either Party may terminate this Agreement, at any time, with or without cause and/or at its convenience by giving the other Party at least thirty (30) calendar days' written notice of intent to terminate.

10. NOTICES

Any notice, invoice, request, demand, statement, or consent herein required or permitted to be given by either Party to the other in this Lease (each, a "Notice"), must be in writing signed by or on behalf of the party giving the notice and addressed to the other at the address as set forth below:

If to the City:

The City of Glendale

With a required copy to:

If to the Veteran's Community Project:

The signatures of the representatives of the parties below designates the acceptance of the terms of this Agreement and shall make the Agreement binding on the parties effective the date of the execution hereof.

VETERAN'S COMMUNITY PROJECT:

By: _____

Name: Bryan Meyer

Title: Chief Executive Officer

CITY:

CITY OF GLENDALE, ARIZONA,
an Arizona municipal corporation

By: _____

Name: Kevin R. Phelps

Title: City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney