

MEMORANDUM OF UNDERSTANDING

MISSION MERCED AND CUSTOM CONTAINERS 915

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, effective on _____.

Between:

Mission Merced, contracted operator of the Custom Containers 915 Homeless Housing Project located at _____, hereinafter referred to as the "CC915HHP."

Custom Containers 915 will hereinafter be referred to as "CC915."

And collectively known as the "Parties" for the purpose of establishing and achieving various goals and objectives relating to this Memorandum of Understanding.

Whereas, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

And Whereas, the Parties are desirous to enter an understanding thus setting up all necessary working arrangements that both Parties agree shall be necessary to complete this agreement.

Mission

The Memorandum of Understanding has been established with the following intended mission in mind:

In consideration of our mutual interest and belief that all economically disadvantaged persons, including people experiencing homelessness, should have access to health and human services such as health care, housing/shelter, opportunities for employment and education, and income/payee services, this agreement intends to solidify our partnership and work through the CC915HHP to provide housing for people experiencing homelessness with a primary emphasis on veterans experiencing homelessness.

Objectives

The Parties shall endeavor to work together to develop, establish, and maintain organizational structure, administrative controls, and operations that will promote and sustain the work agreed upon in this Memorandum of Understanding.

Responsibilities and Obligations of the Parties

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create and form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to this Memorandum of Understanding.

Scope of Work

1. Mission Merced would oversee selecting tenants – people experiencing homelessness with a primary emphasis on veterans experiencing homelessness.
2. Mission Merced would oversee daily operations – trash schedule, tenant issues, needed repairs, and serve as a property manager.
3. Mission Merced would work to ensure that apartments are fully occupied and that caseworkers have a place to work with clients as needed.
4. Mission Merced will address issues as they arise and bring them to the attention of CC915.
5. CC915 will provide an apartment to Mission Merced for an on-site manager.
6. CC915 will provide office space to Mission Merced for an on-site manager.
7. CC915 will provide financial compensation to Mission Merced for an on-site manager.
8. CC915 will financially cover the costs for maintenance, repairs and utilities.

Terms of Understanding

The term of the Memorandum of Understanding shall be for a period of one year from the aforementioned effective date and may be extended upon written mutual agreement of both Parties.

Amendment or Cancellation of this Memorandum

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both Parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 30 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

General Provisions

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of the Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

Limitation of Liability

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

Arbitration/Mediation Dispute Resolution

The Parties to this Memorandum of Understanding agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve and dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The parties agree that any claim or dispute that arises from or through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

In the event that any court having jurisdiction should determine that any portion of this Agreement to be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of the Agreement shall remain in full effect and enforceable. This Agreement shall be interpreted and governed by and in accordance with the Federal Arbitration Act 9 U.S.C. & 1-16.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

Severability Clause

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable, but, that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Assignment

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Entire Understanding

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt and conflicting provision of this Memorandum of Understanding whether written or oral.

Authorization and Execution

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities the goals and objectives stated in this MOU.

Bruce Metcalf, Chief Executive Officer
Mission Merced



John Glavin, Chief Executive Officer
Custom Containers 915

Date

9/29/2021

Date