

**MEMORANDUM OF UNDERSTANDING
AMONG
Habitat for Humanity Portland/Metro East
Hacienda Community Development Corporation
Native American Youth and Family Center
Verde**

I. PARTIES AND MISSION

A. HABITAT FOR HUMANITY PORTLAND/METRO EAST.

Habitat for Humanity Portland/Metro East (Habitat) is a 501(c)(3) nonprofit organization with offices at 1478 NE Killingsworth Street, Portland, OR 97211. Its mission is “to bring people together to build homes, communities and hope.”

B. HACIENDA COMMUNITY DEVELOPMENT CORPORATION.

Hacienda Community Development Corporation (Hacienda CDC) is a 501(c)(3) nonprofit organization with offices at 5136 NE 42nd Ave., Portland, OR 97218. Per its mission statement, “Hacienda is a Latino CDC that strengthens families by providing them affordable housing, homeownership support, economic advancement and educational opportunities.”

C. THE NATIVE AMERICAN YOUTH & FAMILY CENTER.

The Native American Youth & Family Center (NAYA) is a 501(c)(3) nonprofit organization with offices at 5135 NE Columbia Blvd, Portland, OR 97218. Its mission is “to enhance the diverse strengths of our youth and families in partnership with the community through cultural identity and education.”

D. VERDE

Verde is a 501(c)(3) nonprofit organization with offices at 6899 NE Columbia Blvd, Suite A, Portland, OR 97218. Per its mission statement, “Verde serves communities by building environmental wealth through social enterprise, outreach and advocacy.”

II. VISION, PURPOSE AND SCOPE

A. PROJECT BACKGROUND.

Increasingly, a Portland neighborhood is defined by whether it has meaningful environmental assets. Portland’s growing sustainability movement makes purposeful investments in certain places, people and institutions, creating economically, socially and environmentally healthy neighborhoods. But this movement does not prioritize equity, does not build environmental wealth in low-income and people of color communities. Portland’s low-income people and people of color spend their daily lives in environmentally-deficient places like NE Portland’s Cully Neighborhood.

B. PURPOSE.

In response, Habitat for Humanity, Hacienda CDC, NAYA and Verde have developed Living Cully: A Cully Ecodistrict, a long-term, community-based and collaborative strategy to combat poverty by building economic, social and environmental assets for low-income Cully residents. Living Cully supports greater cross-organizational collaborations under one concept in one geographic area, and demonstrates that economic, social and environmental goals are mutually reinforcing.



C. VISION.

2011, Living Cully established a vision statement, adopted by each organization's Board of Directors: *"Living Cully: A Cully Ecodistrict, community partners reinterpreting sustainability as an anti-poverty strategy:*

1. Community Partners. Habitat for Humanity, Hacienda CDC, Native American Youth & Family Center and Verde are strong Cully-focused organizations with common values, a history of working together, and complementary programmatic strengths and activities.
2. Reinterpreting Sustainability. Joint, intentional efforts to bring investments to Cully that directly benefit diverse, low-income people in the neighborhood and which protect, restore or enhance the places where these people live, work, learn and play.
3. Anti-Poverty. Jobs, job training and entrepreneurial opportunities for adults, education for youth, safe and affordable housing for all."

D. SCOPE.

Living Cully is a collective impact initiative, the commitment of a group of important actors from different sectors (affordable housing, cultural identity, environmental wealth, homeownership) to a common agenda (sustainability) for solving a specific social problem (poverty) through Collaborative, Programmatic, and Signature Project activities:

1. Collaborative. Through collaborative activities, the organizations develop communication practices and long-term resources to sustain and replicate Living Cully, including a cross-organizational Living Cully Budget, coordinated financial management practices to track sources and uses, a Living Cully Fundraising Strategy, and the Living Cully Performance Indicators.
2. Programmatic. Through programmatic activities, Cully residents gain economic security and build capacity to design, build and access new sustainable assets in the Cully neighborhood. Complementary policy work drives anti-poverty investments into the neighborhood, mitigates gentrification impacts through a cohesive anti-displacement agenda, and reforms public agency practices toward explicit equity outcomes and partnerships.
3. Signature Projects. Living Cully Signature Projects is a growing series of leveraged investments in Cully that combine economic, social and environmental justice goals, including new parkland, green affordable housing, culturally-based habitat restoration, alternative energy facilities, and critical home repairs.



III. ROLES AND RESPONSIBILITIES

A. MUTUAL RESPONSIBILITIES.

Each organization agrees to the following responsibilities in common:

1. Collaborative.

- a. *Regular Meetings.* Each organization will designate representatives to participate in regular meetings (twice monthly) of the Living Cully partners, and will take turns hosting these meetings.
- b. *Living Cully Budget.* Each organization will participate in the design and implementation of the Living Cully Budget (a budget that combines each organization's Collaborative, Programmatic and Signature Project budgets), including coordinated financial management practices to track sources and uses.
- c. *Living Cully Fundraising Strategy.* Each organization will participate in the design and implementation of a Living Cully Fundraising Strategy that proactively engages the funding community in order to develop the long-term resources needed to sustain our collective impacts.
- d. *Living Cully Performance Indicators.* Each organization will participate in the design and implementation of the Living Cully Performance Indicators, a series of triple bottom line metrics that measure Living Cully's collaborative outcomes and support replication.
- e. *Replication.* Each organization will participate in the design and implementation of replication activities that extend Living Cully's anti-poverty sustainability model to other low-income communities.

2. Programmatic.

- a. *Development.* The organizations will work together to identify new programmatic activities needed to increase economic security for residents, increase community capacity to design, build and access new sustainable assets in the Cully neighborhood, and to mitigate gentrification impacts through a cohesive anti-displacement agenda.
- b. *Participation.* Each organization will designate representatives to participate in Partner-led Living Cully Programmatic activities as requested.

3. Signature Projects.

- a. *Existing Signature Projects.* Each organization is responsible for leading its signature project(s).
- b. *Community Benefit Goals.* Each organization will develop and implement community engagement, local hiring and target business contracting goals for its signature project(s).
- c. *New Signature Projects, Partner-Led.* The organizations will work together to identify new Partner-led Signature Projects.
- d. *Participation.* Each organization will designate representatives to participate in Partner-led Living Cully Signature Projects as requested.
- e. *New Signature Projects, Other Parties.* The organizations will work together to develop agreements with other parties to ensure new developments initiated by these other parties support the purposes and vision of Living Cully (e.g., Connected Cully, Colwood).



B. ORGANIZATION RESPONSIBILITIES.

1. Habitat agrees to the following responsibilities:

a. *Programmatic.*

- (1) *Neighborhood Revitalization Initiative (NRI), Cully Focus Area* (NE Simpson south to NE Going Street, and NE 60th Ave. east to NE 72nd Ave). Habitat's NRI is a holistic approach to creating change in our neighborhoods through joining residents, nonprofits, businesses and local government to discover what is needed most in a neighborhood, and helping to implement a shared vision of revitalization. NRI's door-to-door outreach targets low-income Cully Focus Area homeowners (20-80% MFI) through an expanded array of products, services and partnerships in response to community priorities.
- (2) *Success Measures.* Habitat measures community engagement and impact in the NRI through Success Measures, a specialized, participatory outcome evaluation resource that engages stakeholders in the evaluation process and equips them with the tools they need to document outcomes, measure impact and inform change.

b. *Signature Projects.*

- (1) *Helensview.* Habitat's \$2.5M Helensview project develops 21 new Energy Star/Earth Advantage certified, family-sized homes, targeting low-income (30-60% MFI) Cully families with school-aged children to become homeowners to deter displacement and decrease classroom mobility.
- (2) *Targeted Home Repair.* Habitat will launch a \$200,000 Home Repair program targeting low-income Cully homeowners (20-80% MFI) within the Cully Focus Area, completing at least 50 Critical Home Repairs and 75 Home Preservations by 2017.
- (3) *Targeted Acquisition.* Habitat will target Cully for additional land acquisition and acquisition/rehab opportunities for future development.

2. Hacienda CDC agrees to the following responsibilities:

a. *Programmatic.*

- (1) *Clara Vista Phase III Carbon Reduction-Equity Plan.* Hacienda CDC will lead a community-based process to develop a detailed implementation plan for achieving carbon and equity outcomes in the rebuilding of Clara Vista, Phase III.
- (2) *Youth Engagement.* Hacienda CDC will integrate its bilingual youth and family services programming with Living Cully Signature Projects and Programmatic activities via service learning and educational opportunities.

b. *Signature Projects.*

- (1) *Rebuilding Clara Vista.* Hacienda CDC's largest Cully multifamily property, Villa de Clara Vista has reached the end of its useful life. Built in the 1960s, the property's 133 units lack environmental features found at other Hacienda CDC's properties. Rebuilding Clara Vista incorporates green building into a \$28M, 3-phase rehabilitation/rebuilding project, including Phase I (new office), Phase II (25 unit rehab), and Phase III (108-146 unit rebuild).



3. NAYA agrees to the following responsibilities:
 - a. *Programmatic.*
 - (1) *Living Cully Performance Indicators.* NAYA will serve as the host organization for the Living Cully Performance Indicators.
 - (2) *Living Cully Works.* NAYA will lead Living Cully Works, a program to prepare NAYA clients, Hacienda CDC clients and other Cully residents for career track employment through placement on Living Cully Signature Projects and placement with other Cully Neighborhood employers.
 - (3) *Youth Engagement.* NAYA will integrate its youth and family services programming with Living Cully Signature Projects and Programmatic activities via service learning and educational opportunities
 - b. *Signature Projects.*
 - (1) *Eco-Cultural Restoration.* NAYA will lead the development and implementation of an eco-cultural restoration project on NAYA's 10.6-acre campus and pursue opportunities to collaborate on the 11 adjacent acres of Columbia Slough watershed public land.
 - (2) *Weatherization.* NAYA will lead the development and implementation of a weatherization project focusing on 100 single-family homes and small businesses.
 - (3) *Land Acquisition and Development.* Consistent with funding and budget capabilities, NAYA will explore opportunities for land acquisition to support urban agriculture, business development and housing security.
4. Verde agrees to the following responsibilities:
 - a. *Leading Living Cully.*
 - (1) *Backbone Organization.* Verde will serve as Living Cully's backbone organization, supporting this collective impact initiative through staffing, ongoing facilitation, and handling the logistical and administrative details needed for the initiative to function smoothly.
 - (2) *Living Cully Coordinator.* Verde will host the Living Cully Coordinator position.
 - (3) *Financial Management.* Verde will lead the management of the Living Cully budget.
 - (4) *Data Management.* Verde implements a data collection and evaluation system, emphasizing GIS presentation, which can share information with Living Cully Partners and support NAYA's hosting of the Living Cully Performance Indicators.
 - (5) *Social Enterprise.* Verde builds the capacity of its social enterprises to participate in all Signature Projects, a key mechanism by which Signature Projects create local job and contracting opportunities.
 - b. *Programmatic.*
 - (1) *Not In Cully.* Verde leads Not in Cully, a program to ensure that new investments do not displace existing Cully residents and businesses.
 - (2) *Living Cully Walks.* Verde leads Living Cully Walks, an integrated series of activities that enhance pedestrian and bicycle access to existing and new environmental amenities in the Cully Neighborhood.



- (3) *Replication.* Verde leads Living Cully's replication activities, including development of a logo, a Communications Plan and a website that each Living Cully Partner can link to from its home page.
- c. *Signature Projects.*
- (1) *Let Us Build Cully Park!* Verde leads the development of Cully Park, a \$4M conversion of a 25 acre former landfill into a public park.
- (2) *Columbia Biogas.* Columbia Biogas is a \$50M private, for-profit renewable energy facility in development in Cully.
- (a) *Construction, Operation.* Verde leads Living Cully's efforts to create local job and target business contracting opportunities in Columbia Biogas's construction and operation.
- (b) *Co-Located Greenhouse.* Verde determines the feasibility of a co-located greenhouse that would utilize Columbia Biogas byproducts, create jobs for Living Cully Works participants, and generate revenue through sale of agricultural products.



IV. TERM

The period of this MOU is for the duration of **5 years** starting from the date of this agreement. This agreement may be extended beyond the initial term upon mutually written agreement.

V. RESPONSIBILITIES

Each party shall be responsible for liability it creates. Each party shall indemnify and, upon request, defend the other party (and associated persons, including directors, officers, and employees and/or volunteers) from and against any alleged or actual liability (including suits, claims, legal proceedings, damages, losses, expenses, and attorney’s fees) arising from an act or omission of the indemnifying party (and its associated persons). This does not require a party to indemnify or defend the other party for alleged or actual liability attributable to its own acts or omissions.

VI. CONFIDENTIALITY

All Parties acknowledges that it may be necessary for each party to disclose certain confidential and proprietary information to each other in order for each party to perform his/her duties under this Agreement. All parties acknowledge that any disclosure to any third party or any misuse of this proprietary or confidential information could irreparably harm the other party. Accordingly, all parties will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of a party to this Agreement without that party’s prior written permission except to the extent necessary to perform services on the behalf of the other party.

Agreed this 27th of January, 2014.



Steve Messinetti, President and CEO
Habitat for Humanity Portland/Metro East



Victor Merced, Executive Director
Hacienda Community Development Corporation



Matt Morton, Executive Director
Native American Youth and Family Center



Alan Hipólito, Executive Director
Verde

