ATTACHMENT D

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Housing Authority, a body politic and corporate having an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Massachusetts ( “Authority”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [developer], a \_\_\_\_\_\_\_\_\_\_\_\_\_\_[state] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[type of entity] having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Developer”) in connection with the proposed redevelopment of the \_\_\_\_\_\_\_\_\_\_\_\_\_ state-aided public housing development [and other land of the Authority] in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Massachusetts.

RECITALS

1. Authority is the owner of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ state-aided public housing development (the “Existing Development”), and is submitting an application (the “Application”) to the Massachusetts Department of Housing and Community Development (“DHCD”) for a demonstration grant (the “Grant”) in accordance with the (DATE) Notice of Funding Availability for DHCD’s Partnership to Expand Housing Opportunities 2 Program (the “NOFA”).
2. Developer is a real estate developer with expertise in developing and operating mixed-income multifamily housing communities that include a significant market rate tier.
3. Following a procurement in accordance with M.G.L. c. 30B, Authority has selected Developer to partner with it in carrying out a comprehensive local planning process and developing a plan for a mixed-income development project involving the development of new affordable and/or market-rate units at the Existing Development and/or other Authority-owned land, as well as rehabilitation and preservation of existing public housing units at the Existing Development (collectively, the “Redevelopment Project”).
4. Pursuant to the NOFA, Authority will serve as the Applicant for the Grant and Developer will serve as Co-Applicant for the Grant. Other parties will play additional roles as principal team members, which roles are further addressed in the Application.

AGREEMENT

1. Commitment to Work Collaboratively. Authority and Developer each commit to work collaboratively throughout the entirety of the Grant.
2. Co-Applicant Liability. Developer, as Co-Applicant, agrees that it will be jointly and severally liable with Authority, as Lead Applicant, for performance of the Grant.
3. Legal Contract Requirement. The parties acknowledge that, should the Application be successful under the NOFA, as a condition of funding DHCD will require a legal contract detailing specific roles and responsibilities consistent with the description of roles and responsibilities attached as Exhibit A. Each party commits to negotiating such contract in a manner consistent with this MOU and the requirements of DHCD. The parties more particularly agree that any Master Development Agreement or Development Agreement(s) must be negotiated and executed in accordance with any applicable procurement standards and must be submitted to DHCD for its approval prior to advance of any funds under the Grant.
4. Commitment to Redevelopment. Authority and Developer acknowledge that they each:
   1. Have reviewed the NOFA and any related guidance from DHCD;
   2. Have participated in preparation of the Application and any related materials and submissions, and
   3. Are fully committed to the goals and requirements of the NOFA and the Application.
5. Incorporation of Application. The parties agree that, in addition to the summary attached to this MOU as Exhibit A, their respective responsibilities and relationships are further detailed in the Application, which is incorporated in this MOU by reference.
6. Incorporation of NOFA Requirements. The parties are entering into this MOU in furtherance of the Application, and as required by the NOFA. The parties intend that this MOU shall conform to and satisfy all requirements of the NOFA. In the event of any inconsistency between any NOFA requirement and the provisions of this MOU, or in the event of a failure to include a provision necessary to satisfy such NOFA requirements, then this MOU shall be construed to incorporate a provision satisfying such NOFA requirements and (while not required) the parties agree to amend this MOU as necessary.

[signatures on next page]

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Understanding, which may be executed in multiple counterparts, on or as of the date first written above.

AUTHORITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HOUSING AUTHORITY

By:

Name:

Title:

Authorized by Authority Resolution No. \_\_\_\_\_\_\_\_

adopted \_\_\_\_\_\_\_\_\_\_\_\_ (attach copy)

DEVELOPER: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

By: Name:

Title:

Exhibit A

Roles and Responsibilities

[Provide a detailed summary of the proposed roles and responsibilities of the Authority, the Developer, and any other principal team members. This summary should also describe the proposed ownership structure of any owner entity(ies) that will own and operate one or more housing developments as part of the Redevelopment Project, and the anticipated decision-making authority of team members in each such entity.]