

## Memorandum of Agreement

This Memorandum of Agreement (“hereinafter referred to as “Agreement”) is entered into by and between the City of San Antonio (hereinafter referred to as “City”), a Texas municipal corporation, acting by and through its City Manager or his designee, as authorized by Ordinance No. 19-3942, and National Community Land Trust Network d/b/a Grounded Solutions Network (“Company”), a California not-for-profit membership corporation

**WHEREAS**, Company’s mission is to cultivate communities – equitable, inclusive, and rich in opportunity – by advancing affordable housing solutions that last for generations; and

**WHEREAS**, to that end, Company has created the ForEveryoneHome program (“ForEveryoneHome” or the “Program”), an initiative to engage municipal officials and community leaders in a collaborative policymaking process intended to chart a path to inclusive growth through lasting housing affordability.

**WHEREAS**, the City wishes to support and benefit from the Program and, therefore, submitted an application which Company has approved; and

**WHEREAS**, seven representatives of the City have been selected to participate in the Program on behalf of the City, said seven representatives hereafter being collectively referred to as the “city team”; and

**WHEREAS**, this Agreement establishes the roles and responsibilities of the City and the Company with regard to the City’s participation in the Program.

Now therefore, the Parties agree as follows:

**1. Term:**

This Agreement shall begin on May 15, 2019 and shall terminate on September 30, 2020 (the “Term”) unless terminated under any of the other provisions of this Section 9 or modified in writing before that date.

**2. Company’s Responsibilities:**

- Host Team meetings via conference call and/or video conferencing as needed to advance the work of the Program.
- Host meetings of the full cohort of three teams approximately 6 times over the course of the Program.

- Provide up to 500 hours of housing policy consulting services, including research, analysis and technical assistance.
- Provide the following deliverables:
  - (1) a needs assessment;
  - (2) a displacement prevention agenda; and
  - (3) a fully-developed and implementable policy selected from the displacement prevention agenda.
- Organize two “learning tours,” at a location to be determined by Company. Company will design the content and structure of these learning tours in consultation with the three ForEveryoneHome teams. Company will be responsible for tour logistics such as securing meeting rooms, recruiting speakers, providing meals for participants, etc. For each learning tour, in accordance with Company’s travel policy, Company will reimburse or provide travel grants to cover the reasonable and necessary cost of travel, lodging and meals for up to six participants from the city team or their delegates.
- Lead up to three community meetings in the City to share and build on local and technical knowledge on key issues.
- Provide specialized assistance to ensure effective engagement with the community, and especially with communities of color at risk of displacement in the City.
- Identify a staff person to serve as the principal contact to work cooperatively with the principal contact for the City in carrying out the Program.

### 3.1 Work Plan and Timeline for Deliverables:

**Company shall comply with the work plan and timeline for Deliverable as follows:**

<b>May – June 2019</b>	<b>Phase 1: Launch</b> – Introduce City teams, determine technical assistance deliverables, conduct e-learning, plan for first Learning Tour.
<b>June – September 2019</b>	<b>Phase 2: Needs Assessment</b> – Gather and synthesize prior work, analyze and map available data, conduct site visits (as necessary), seek community input, draft and revise needs assessment. Continue e-learning, conduct first Learning Tour, plan for second Learning Tour.
<b>October 2019 – March 2020</b>	<b>Phase 3: Craft a Displacement Prevention Agenda</b> – Identify key policy changes or additions responsive to needs assessment, meet with key stakeholders as needed, draft and revise policy agenda. Continue e-learning, conduct second Learning Tour.
<b>April – September 2020</b>	<b>Phase 4: Moving from Plan to Action</b> – Select a policy or program for rapid implementation, analyze relevant data, interview key stakeholders, workshop policy changes, draft and revise proposed policy.

### 3. City's Responsibilities:

- Support and cooperate in the production of Company's three deliverables (e.g. the needs assessment, the displacement prevention agenda, and the implementable policy, or other deliverables as agreed-upon between Company and the City), as requested. This may include responsibilities such as attendance by the city team at weekly project-management meetings, timely response to email and telephone communications (e.g. within 48 hours), and providing referrals and introductions to local experts and stakeholders.
- Provide timely access to relevant and available data, reports and images, upon Company's request.
- Identify a staff person to serve as the principal contact to work cooperatively with the principal contact for the Company in carrying out the Program.
- Encourage all participants in the city team to participate in all city team meetings (to be held approximately once per month) and Cohort meetings (to be held approximately once per month). At a minimum, at least one management-level staff person and one community member are expected to attend every city and Cohort meeting.
- Attendance by at least 4 participants of the city team, or their delegates approved by the Company, at learning tours.
- Provide support to facilitate and coordinate Company site visit activities, as necessary. Site visit activities will include research-focused activities such as tours, interviews, and engagement-focused activities such as focus groups and community convenings.
- Provide staff support to assist Company's local fundraising efforts through activities such as making funder introductions, attending funder meetings, and providing letters of support.
- Ensure that the city team reflects various stakeholder roles and is committed to the Program.

### 4. Shared Responsibilities

Company and the City acknowledge that the effectiveness of a collaboration depends in large part on the information provided and the actions undertaken by both parties. To that end, Company and City will cooperate in the performance of the Program, including, without limitation, providing timely access to data and information, and completing activities to the best of their experience and abilities within agreed-upon timelines.

### 5. City team Members and Principal Contacts

The names of the approved participants on the city team are attached as Exhibit A. Any additions or replacements to individuals identified in Exhibit A may be made with written approval by the Company.



The principal contact at the Company will be: Matt Weber  
Phone: 503.493.1000 ext. 17  
E-mail: mweber@groundedsolutions.net

The principal contact at the City will be: Sara Wamsley  
Phone: 210.207.5316  
Email: sara.wamsley@sanantonio.gov

## **6. Participation Fee**

6.1 The City agrees to pay Company \$75,000 to participate in the Program (the "Participation Fee"). This Participation Fee partially offsets the cost of the services provided as part of the Program, which are valued at over \$225,000. At the City's written request, the Participation Fee is payable in two equal installments of \$37,500 each. The first installment is due June 30, 2019. The second installment is due December 1, 2019.

6.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

## **7. Program Changes**

If either Company or City believes the Program should be adjusted in any respect, it will so advise the other of the proposed changes. Company and City will discuss the proposed adjustment and, if they mutually agree on an adjustment, confirm and document the adjustment in writing; and subject to City Council approval if required.

## **8. External Communications**

City consents that Company may include the City's name and logo in communications related to the Project and grants Company a perpetual, royalty-free, worldwide license to such trademarks and copyrights to use and publish for purposes related to the Program.

## **9. Intellectual Property**

(a) Definitions. The following terms shall have the meanings set forth below:

"Developed Material" means all deliverables (including but not limited to the Needs Assessment, Displacement Prevention and Inclusive Growth Agenda, and Implementable Policy as described above) and other work products developed in connection with this MOA and the Project Plan, all information and data collected in connection with this MOA, and all reports containing, compilations of, and other materials embodying such deliverables, work products, information and data. In the case of software, the term "Developed Material" includes both source code and object code.

"Intellectual Property Rights" means copyrights, patents, trademarks, service marks, trade secrets, moral rights and all other proprietary and intellectual property rights of any

nature whatsoever.

“Proprietary Works” means any works owned or licensed by a Party independently of this MOA.

(b) Ownership of Developed Material. All Developed Material and all Intellectual Property Rights shall belong solely and exclusively to the Company; provided, however, that the Proprietary Works of the Company and City, respectively, shall remain the property of each such Party whether or not incorporated into the Developed Material. City hereby irrevocably assigns and transfers to the Company all Intellectual Property Rights in and to the Developed Material (excluding the Proprietary Works of City incorporated therein, if any). City agrees to execute such documents and otherwise assist the Company, at the Company’s expense, to protect the Company’s Intellectual Property Rights in the Developed Material.

(c) License to Proprietary Works. City hereby grants to the Company a non-exclusive, transferable, royalty-free, worldwide, irrevocable, perpetual right and license to use, modify and distribute (collectively, “Use”) all Proprietary Works of City that are incorporated into the Developed Material. For avoidance of doubt, the foregoing license includes the right for the Company to permit licensees, ~~City,~~ consultants, outsourcing vendors, auditors, regulators and other third parties to Use such Proprietary Works in conjunction with the Developed Material (including derivative works thereof).

(d) License to Developed Material. The Company hereby grants to City a non-exclusive, transferable, royalty-free, worldwide, irrevocable, perpetual right and license to Use the Developed Material, subject to the following limitations: (i) City shall not have any right or license to Use any Proprietary Works or Confidential Information of the Company incorporated into the Developed Material (except as required for the performance of the Services under this Agreement); (ii) City may Use Developed Material solely for the purpose of making advancements in the field for which such Developed Material was created; (iii) City must obtain the Company’s prior written approval (which may be withheld by the Company in its sole discretion) to Use any Developed Material that is intended for publication by the Company or third parties (except as required for the performance of the Services under this Agreement); and (iv) City may not Use any Developed Material to create any product or service that could be used to compete with any products or services of the Company.

(e) Co-authorship. Company and City may distribute deliverables and other Developed Materials with attribution to both parties. Such public joint attribution of deliverables and Developed Materials shall not change the ownership terms and conditions set forth in this Section 3.

## **9. Termination**

### **9.1 Mutual Agreement**

This MOA may be terminated by both parties by written agreement signed by both parties indicating their mutual intent to terminate this MOA and the date upon which

such termination will take effect.

#### 9.2 Termination on Notice

Either Company or City may on its own terminate the Project and this MOA at any time by providing written notice of that decision to the other. Such a termination will be effective 30 days after receipt of notice by the non-terminating party. The balance of all funds owed under this agreement shall be immediately due and payable upon termination.

#### 9.3 Termination for Breach

If either party breaches any of its obligations under this MOA, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within 15 days after receipt of such notice, the non-breaching party may terminate this MOA upon delivery to the breaching party of a written notice to that effect, with the termination effective upon receipt of such notice by the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

#### 9.4 Effect of Termination

If the MOA is terminated under this Section 9 of the Agreement, Company and City will cooperate in transition and discontinuance of all pending activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Except for instances where this Agreement is terminated as a result of Company's material failure to fulfill its responsibilities in Section 2 of this MOA, City will not be entitled to any refund of the Participation Fee if this MOA is terminated prior to the end of the Term

### **10. General Provisions**

#### 10.1 Entire Agreement

This MOA expresses Company's and City's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course or dealing or understanding between Company and City relating to its subject matter.

#### 10.2 Amendment

All amendments shall be in writing and signed by both Parties. The Director of Neighborhood and Housing Services Department shall have the authority to execute amendments on behalf of the City without further action by the San Antonio City Council, so long as the amendment, if any, does not modify the Participation Fee paid by City.

#### 10.3 Severability

If any provision of this MOA is held illegal, invalid, or unenforceable, all other provisions of this MOA will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

#### 10.4 Waiver

Any waiver of the provisions of this MOA must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this MOA will not be considered a waiver of any later breach or of the right to enforce any provision of this MOA.

#### 10.5 Assignment

Except as provided in section 10.6, neither party may, directly or indirectly, assign its rights or delegate its duties under this MOA to anyone else without the prior written consent of the other party.

10.6 In the event Company intends to assign all of its rights and obligations under this MOA in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law, Company shall notify City at least 30 (thirty) days prior to the assignment.

#### 10.7 Independence

Company and City are and will remain independent contractors with respect to the other party. The arrangements contemplated by this MOA do not create a partnership, joint venture, employment, fiduciary, or employer/employee relationship for any purpose. Neither Company nor City has the power or authority to bind or obligate the other to a third party or third party commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience.

#### 10.7 Notices

Notices, approvals, and consents under this MOA must be in writing and delivered to Company and City by mail, courier, fax, or email to the contact person identified herein.

#### 10.8 Counterparts

This MOA may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery. Company and City signed this MOA as of the Effective Date.

#### 10.9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS MOA, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PARTIES ACKNOWLEDGE THAT CITY IS A TEXAS MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND IS SUBJECT TO THE APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, SECTION 101.001, ETC. SEQ.,



AND THE REMEDIES AUTHORIZED THEREIN. COMPANY SHALL PROMPTLY NOTIFY CITY IN WRITING OF ANY CLAIMS OR DEMANDS THAT BECOME KNOWN AGAINST THEM OR THE CITY IN RELATION TO OR ARISING OUT OF ACTIVITIES UNDER THIS AGREEMENT.

**National Community Land Trust Network  
d/b/a Grounded Solutions Network**

**City:  
City of San Antonio**

By: \_\_\_\_\_  
Name: Tony Pickett  
Title: Chief Executive Officer  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:



## Exhibit A

### Team Participants

Participant First and Last Name	Affiliation or Role
1. Ron Nirenberg, Mayor City of San Antonio	Honorary Team Member
2. Veronica Soto, Director San Antonio Neighborhood and Housing Services Department	Local Government Leader
3. Lourdes Castro Ramirez, President University Health System Foundation	Community Member
4. Jessica Guerrero, Board Member Vecinos de Mission Trails	Community Member
5. Tuesdae Knight, President & CEO San Antonio Growth on the Eastside (SAGE)	Community Member
6. Richard Milk, Director of Policy and Planning, San Antonio Housing Authority	Community Member
7. Graciela Sanchez Esperanza Peace & Justice Center	Community Member