

JUNEAU HOUSING FIRST COLLABORATIVE PARTNER ROLES

St. Vincent DePaul Society and The Glory Hole

Operations
Supportive Services
Project Coordination
Building Maintenance
Accounting
Compliance
Reporting

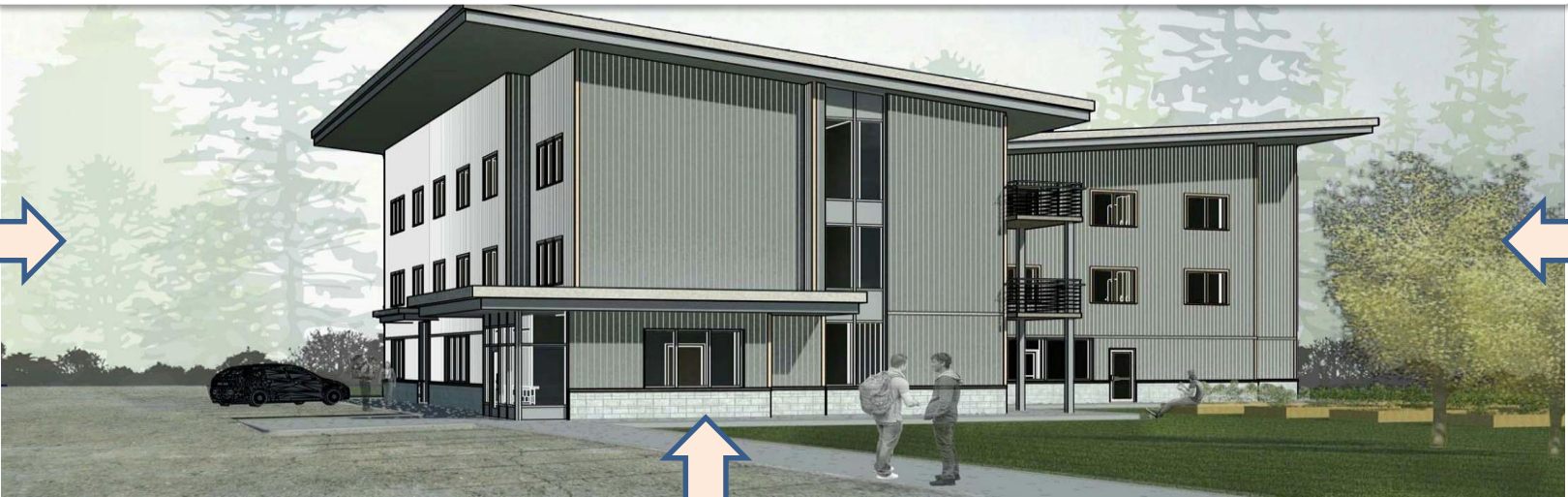
Services performed under
contractual agreement with
Juneau Housing First
Collaborative Inc

The Juneau Housing First Collaborative is the legal owner of the building and assets. The entity contracts with partners for services. The entity is governed by a board of directors.

Front Street Community Health Center

Medical Services
Dental Services
Medical Home
Prescriptions
Medications Monitoring

Entity bills Medicaid for
services
Rent paid to Juneau Housing
First Collaborative to subsidize
Juneau Housing First
Collaborative's operations



Juneau Alliance for Mental Health

Clinical Case Management
Therapy
Substance Counseling
24 mental health crisis
Psychotropic medication
monitoring

Services with agreement with
Juneau Housing First
Collaborative Inc

Tlingit and Haida Regional Housing Authority

Developer
Land Owner (the land is leased to Juneau Housing First
Collaborative at \$1 per year, for 50 years)

JUNEAU HOUSING FIRST COLLABORATIVE
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and among The Glory Hole of 247 S. Franklin Street, Juneau Alaska 99801; Tlingit-Haida Regional Housing Authority of 5446 Jenkins Drive, Juneau, Alaska 99801; St. Vincent De Paul, of 8617 Teal Street, Juneau, Alaska 99801; Front Street Community Health Center, of 225 Front Street, Suite 202, Juneau, Alaska 99801; Juneau Alliance for Mental Health Inc., of 3406 Glacier Highway, Suite A, Juneau, Alaska 99801; and the Juneau Housing First Collaborative, c/o The Glory Hole.

ARTICLE 1 – CONDITION PRECEDENT / PAYMENT OF
COSTS/DEVELOPERS FEE

1.1 The Tlingit Haida Regional Housing Authority's (the "Developer's") confirmation and receipt of Full Funding of the Housing First Project shall be a condition precedent to each party's obligations and performance under this Memorandum of Understanding. Except as provided in paragraph 3.1, if Full Funding has not been achieved within three years of signing of this MOU, then each party shall be released from all responsibility, liability and all other obligations set out in this MOU, and each party shall incur no costs or obligations to each other or to third party providers.

1.2 The Developer shall certify the receipt of Full Funding when the Developer received an amount computed in the following manner:

(a) Grant funds from sources listed in the Special Needs Housing Grant application development form, submitted to AHFC by the Juneau Housing First Collaborative by March 31, 2015, totaling approximately \$7,050,000, or as sufficient to meet all development costs.

(b) If the Developer notifies the Juneau Housing First Collaborative that the sums received under subparagraph (a), above, are insufficient to cover all direct, indirect and overhead costs associated with design and construction of the Project, the Juneau Housing First Collaborative shall pay to the Developer any amount necessary to cure that insufficiency. Once any insufficiency under this subparagraph has been cured, the Developer shall certify receipt of Full Funding.

1.3 Upon obtaining Full Funding and prior to awarding of any contracts for design or construction, the Tlingit Haida Regional Housing Authority shall be paid a developers fee equal to five (5) percent of the \$3,000,000 Special Needs Housing Grant described in paragraph 1.2, above.

ARTICLE 2 - SCOPE OF SERVICES

2.1 The Glory Hole, Tlingit-Haida Regional Housing Authority, St. Vincent De Paul, and Front Street Community Health Center will together collaborate to deliver the services and infrastructure for a successful Housing First project in Juneau, Alaska for benefit of Juneau's chronic and vulnerable homeless population. These entities, individually and collaboratively will undertake all necessary construction, management, labor, materials, and services to perform the Housing First outreach program, as described herein.

2.2 The Glory Hole, on behalf of the Juneau Housing First Collaborative, will work with other Juneau Housing First Collaborative partners to apply for and take all actions necessary or advisable to secure the grant funding listed in subparagraph 1.2(a), above, and shall timely transfer that funding to Developer. Subject to paragraph 2.7, below, the Glory Hole shall assist the Juneau Housing First Collaborative to provide support services on a contracted fee basis during the operational phase of the Housing First Project. This will include but not limited to coordinating the overall program operation of the Housing First Project, providing staffing for the Project, and coordinating all supportive services, including support services provided by itself, Front Street Community Health Center, JAHMI, and others, as well and provide coordination efforts for the efficient delivery of all services to the residents of the Housing First Project. All above services will be provided contingent upon the Juneau Housing First Collaborative's ability to pay the contract fees and all other liabilities to the Glory Hole.

2.3 Subject to paragraph 2.7, below, St. Vincent De Paul will offer Housing First Project and resident ("tenant") management and building maintenance services on a contracted fee basis. Project and tenant management is limited to certification of tenant qualifications and eligibility, management of wait list, execution of leases, collection and accounting for tenant deposits and rent payments, notification of lease violations and eviction proceedings, payment of project expenses related to operations of physical plant, daily bookkeeping and accounting activities, control of operating bank accounts, periodic financial reporting to owner, engagement of vendors and contractors required for operations

and financial management, including accounting support, grant tracking and reporting, compliance and inspection related activities, and independent audit if required.

St. Vincent De Paul as the Management Agent, will have no role in resident supportive services. St. Vincent De Paul shall have a close working relationship with other provider support agencies and will act at the direction of, and on behalf of, the Housing First Collaborative and the Glory Hole in all tenant management areas, consistent with third party compliance requirements.

All building maintenance, repairs and renovations will be the responsibility of St. Vincent De Paul, contingent on the capacity of the project to support the costs and upon approval of the owner. St. Vincent De Paul may contract any or all of these service to third parties, upon the written approval of Housing First Collaborative and the Glory Hole, or elect to provide them at an agreed upon contracted price.

After 4 years of operations from the date of initial rent-ups, St. Vincent de Paul may transfer all their responsibilities under this agreement to The Glory Hole or other approved agency, provided they have the express written approval of AHFC and the other parties to this agreement.

2.4 Tlingit-Haida Regional Housing Authority shall be the Developer and, through general and other contracts with third parties, be responsible for the development and completion of construction of a three story, 32 unit apartment-style building, consisting of 16,500 square feet, to be located and built on leased lots on Allen Court (the "Housing First Project"), in accordance with the Guaranteed Maximum Price (GMP) bid negotiated with the General Contractor under the terms of the Juneau Housing First Collaborative's application to AHFC in the Special Needs Housing Grant . Tlingit-Haida Regional Housing Authority shall be responsible for the hiring and supervision of a project manager to oversee the final design and construction of the Housing First Project. Further, Tlingit-Haida Regional Housing Authority will be responsible for the hiring and supervision to oversee the successful completion of the Housing First Project. Upon the completion of the construction of the Housing First Project, all rights to the improvements and fixtures included in the Project shall be conveyed by Tlingit-Haida Regional Housing Authority to Juneau Housing First Collaborative; however, such conveyance shall not include any interest in the underlying land. Upon the issuance of a certificate of occupancy for the Housing First Project and

the payment of all construction contract obligations, the Tlingit Haida Regional Housing shall have no further role or obligation under this Memorandum of Understanding (except as a continuing partner of the Juneau Housing First Collaborative). The Tlingit Haida Regional Housing Authority's obligation to expend funds under this paragraph extends solely to the use of Full Funding as described in paragraph 1.2, above, and the Authority shall not be liable for any cost overruns or any other cost for which Full Funding is insufficient or unavailable. Any such cost overrun or insufficiency shall be paid for by the Juneau Housing First Collaborative.

Tlingit Haida Regional Housing Authority shall provide the real property upon which the Housing First Project shall be constructed, under a real property lease with a term of 50 years and a right to renew for 50 years, a copy of which is attached to this MOU.

2.5 Front Street Community Health Center shall provide medical and services to the Housing First Project. Such support services shall be recognized and further defined in the attached MOU. The Front Street Community Health Center shall occupy a portion of the first floor of the Housing First Project and shall pay rent commensurate with the fair market value, which rent will be used by the Housing First Project to pay for the support services provided.

2.6 Juneau Alliance for Mental Health, Inc. shall provide behavioral health services to Juneau Housing First Collaborative tenants who qualify and need such services. The services will be offered on site when necessary. The services will include behavioral health services, clinical case management, groups, and other treatments and therapies as outlined in the attached MOU.

2.7. The Juneau Housing First Collaborative shall have overall authority and responsibility for management of the Housing First Project once construction has been completed and occupancy commences. The Juneau Housing First Collaborative shall supervise the performance of work by The Glory Hole and St. Vincent De Paul under paragraphs 2.2 and 2.3, above, and may replace either for cause. The Collaborative shall hold all accounts of the Housing First Project during Project operation; shall receive all funds received from operations of the Housing First Project; shall be responsible for all grant compliance and reporting, and shall pay all obligations of the Project as they become due.

ARTICLE 3 – TERM / EFFECTIVE DATE

3.1 This Memorandum of Understanding (MOU) shall be effective and binding upon the parties signing of this memorandum, that last day of signing by any party, which shall then be the Effective Date. From the Effective Date, this MOU shall continue in force for a period of thirty (30) years, unless any party gives written notice of termination at least 30 days prior. This Memorandum of Understanding may be renewed thereafter on a yearly basis upon the mutual consent of all of the parties.

ARTICLE 4 - PERFORMANCE

4.1 All Services performed by any party under this MOU shall be of the highest professional standard and shall be performed to Juneau Housing First Collaborative's reasonable satisfaction.

4.2 Each party will determine the method, details, means, and location of performing their respective services, in coordination and collaboration of all other parties.

4.3 Each party may use employees or subcontractors to perform their Services under the operational phase of the Project, and said cost shall be reimbursable under Article 2.7.

4.4 Each party shall devote the time necessary to perform the Services. Consistent with this understanding, during the term of this MOU, each party may perform services for, or be employed by, such additional persons or companies as each party sees fit, subject to the requirements of paragraph 4.5.

4.5 This MOU is nonexclusive and each party is free to engage in other work, provided that during the term of this MOU, each party will not enter into any activity, employment, or business arrangement that conflicts with Housing First Project's interest or each party's obligations under this MOU. Each party will advise all other parties, and the Juneau Housing First Collaborative of its position with respect to any activity, employment or business arrangement contemplated by that party that may be relevant to this paragraph. For this purpose, each party agrees to disclose any such plans to all other parties and the Juneau Housing First Collaborative prior to any activity, employment or business arrangement relevant to this paragraph.

ARTICLE 5 - RELATIONSHIP OF THE PARTIES

5.1 Each party enters into this MOU as, and shall continue to be, a partner of the other parties. Under no circumstance shall any party look to the Juneau Housing First Collaborative as an employer, or agent. Each party shall only be entitled to any benefits accorded to that party's employees including, without limitation, worker's compensation, disability insurance, vacation or sick pay. Each party shall be responsible for providing, at that party's expense, and in that party's name, general liability insurance (minimum \$300,000 per occurrence for bodily injury, \$100,000 per person for bodily injury, and \$50,000 per occurrence for property damage), and other insurance, as necessary, as well as licenses and permits usual or necessary for conducting the Services. The Juneau Housing First Collaborative shall be listed as an "additional insured" on all insurance policies obtain by each party under this Article. Upon completion of construction of the Housing First Project, the Juneau Housing First Collaborative shall maintain fire and casualty insurance sufficient to pay the full replacement cost of the Project and all of its fixtures, furnishings and personal property other than tenant's personal property.

5.2 Subject to the terms of the Lease described in paragraph 2.4, above, each party shall pay, when and as due, any and all taxes incurred as a result of that party's Services hereunder, including estimated taxes, and shall provide the Juneau Housing First Collaborative with proof of said payments upon demand. Each party shall indemnify all other parties and the Juneau Housing First Collaborative for any and all claims, losses, costs, fees, liabilities, damages, and injuries suffered by all other parties and Juneau Housing First Collaborative arising out of that party's failure to comply with this section.

5.3 Each party shall be responsible for supplying any equipment, tools, materials, work space, personnel and/or supplies that party determines is necessary to accomplish the work to be performed. Said cost shall be reimbursable as provide in Article 2.

5.4 Each party has no authority to enter into contracts or agreements on behalf of any other parties or the Juneau Housing First Collaborative.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS AND INDEMNITIES

6.1 Each party represents that it has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of Juneau Housing First Collaborative. Each party shall be solely responsible for the professional performance of the Services. Each party shall have sole direction and control of that party's services and the manner in which performed.

6.2 Each party warrants that it will adhere to all applicable federal, state and local laws, ordinances and regulations in the performance of his obligations under this Memorandum to the Juneau Housing First Collaborative for the successful construction and operation of the Housing First Project under this MOU. Each party warrants further that it will indemnify and hold all other parties and the Juneau Housing First Collaborative harmless from any claim by any third party or governmental entity arising out of or related to this Memorandum of Understanding, to the extent such claim arises out of any breach of any federal, state or local law, ordinance, or regulation by that party or any agent acting on its behalf in its performance of this MOU.

6.3 Each party shall and does hereby indemnify, defend and hold harmless all other parties, the Juneau Housing First Collaborative, and all other party's and Juneau Housing First Collaborative's officers, directors, and employees, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, without limitation, interest, penalties, and reasonable attorney fees and costs, that each other party and/or the Juneau Housing First Collaborative may incur or suffer and that arise, result from, or are related to any breach or failure of that party to perform any of the representations, warranties, or agreements contained in this MOU.

6.4 Each party warrants that it has not aided in the preparation of any information for any competing business, person, or entity on the same subjects as set forth in paragraph 1.1 of this MOU and that each party is not under any obligation, contractual or otherwise, to any other entity, firm or person which would interfere with its performance under this MOU. Each party further agrees that it will not prepare, edit, or allow its name, or that of Juneau Housing First Collaborative, to be used in connection with any competing work on the same subject without written notice to and written approval of all other parties and the Juneau Housing First Collaborative.

6.5 Each party has familiarized itself with the scope of work outlined in this MOU and based on that review determined that it has no conflicts of interest in undertaking the responsibilities of this MOU. Each party agrees to advise all other parties and the Juneau Housing First Collaborative in advance of entering into any activity, employment or business arrangement that might create a conflict of interest relating to that party's duties under this MOU.

ARTICLE 7 - OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

7.1 All information and/or data gathered as a result of each party's performance under this MOU shall be the Juneau Housing First Collaborative's, and each party does hereby forever assign all of its rights to such information to the Juneau Housing First Collaborative. Without limitation to the foregoing, each party agrees to execute any further instrument of assignment upon the Juneau Housing First Collaborative's request.

a. Each party shall not have or acquire any rights whatsoever in, or to any of the information, data, research, analyses, reports, computer data, and any other information developed by that party's performance under this MOU, and each party shall not have the right to use such information for any purposes whatsoever, except as set forth in this MOU, without first obtaining the written consent of the Juneau Housing First Collaborative. Each party acknowledges that all rights to this information shall be exclusively the Juneau Housing First Collaborative's for all purposes.

b. All proprietary information of a confidential nature, in any form whatsoever, obtained by each party in the course of performing this MOU, shall be and remain the exclusive property of the Juneau Housing First Collaborative, and each party shall not disclose such information to any third party, nor use that information for any purpose other than as expressly directed by the Juneau Housing First Collaborative, except with the express, prior written consent of Housing First Project. Each party agrees that this provision may be specifically enforced by the Juneau Housing First Collaborative.

c. The Juneau Housing First Collaborative shall have the right to contract in the Juneau Housing First Collaborative's name for all rights pertaining to any information, data, research, analyses, reports and any other information obtained or developed by each party under this MOU. The Juneau Housing First

Collaborative shall have the right to represent this information as the Juneau Housing First Collaborative's. Each party shall have no right to share in any income whatsoever that may be received by the Juneau Housing First Collaborative either from the use, sale, license, lease, or other exploitation of any information, data, research, analyses, reports and any other information regarding the Housing First Project by each party. Excepted as noted above, each party is specifically not entitled to any fees, finders or otherwise, which may arise from any contracts to which the Juneau Housing First Collaborative may enter into as a direct or indirect consequence of each party's development of such information.

7.2 Each party agrees that for and during the entire term of this MOU any information, data, figures, projections, existing and potential funding sources, estimates, research, analyses, computer data and any other information shall be considered and kept as the private and privileged records of the Juneau Housing First Collaborative and will not be divulged to any firm, individual or institution except on the direct authorization by the Juneau Housing First Collaborative. Further, upon expiration or termination of this MOU for any cause, each party agrees that it will continue to treat as private and privileged any information, data, figures, projections, estimates, research, analyses, computer data, and any other information, and will not release any such information to any person, firm or institution, either by statement, deposition or as a witness, except upon direct written authority the Juneau Housing First Collaborative, and the Juneau Housing First Collaborative shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

7.3 Each party agrees that upon termination of this MOU for any cause whatsoever it will surrender to the Juneau Housing First Collaborative in good condition any and all information, data and records developed and/or kept by it in the course of performance under this MOU.

ARTICLE 8 - MISCELLANEOUS

8.1 Any notice required or permitted to be given under this MOU shall be sufficient if in writing, and if sent by Certified Mail, Return Receipt Requested to each party or to the Juneau Housing First Collaborative.

8.2 In the event of any default hereunder, the defaulting party shall be liable for all costs and attorney's fees incurred by the other party in securing performance or other legal remedies hereunder.

8.3 This MOU shall be construed in accordance with the laws of the State of Alaska with venue for any proceedings brought by either party to enforce the terms hereof, or resulting from an alleged breach hereof, or in any way related to or arising from the provisions in this MOU, the performance hereof, or the relationship of the parties hereto, to be exclusively in the First Judicial District, State of Alaska, at Juneau. In the event of a dispute hereunder, the prevailing party shall be entitled to an award of its actual reasonable attorneys' fees and costs. Captions for Article headings used in this MOU shall not affect the construction or interpretation of this MOU. Because the parties have mutually negotiated the terms of this MOU with the advice of counsel, the rule of construction that the terms of an agreement are construed against the party that drafted the agreement shall not apply.

8.4 No failure or delay on the part of any party in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege. Unless expressly provided otherwise, the remedies set forth herein are cumulative and not exclusive of any rights or remedies that either party would otherwise have.

8.5 The Juneau Housing First Collaborative and each party each binds itself, successors, assigns, and legal representatives to all other party hereto in respect to all covenants, agreements, representations, and obligations contained in this MOU.

8.6 All communications provided for herein shall be in writing and shall be deemed given when delivered either personally, or by three days after deposit in the United States mail, postage prepaid, addressed as follows:

Juneau Housing First Collaborative:

c/o The Glory Hole
247 South Franklin Street
Juneau, AK 99801
Attn: Bruce Denton
Vice Chair

The Glory Hole:

247 South Franklin Street
Juneau, AK 99801

Attn: Mariya Lovishchuk
Executive Director

The Tlingit-Haida Regional Housing Authority:
5446 Jenkins Drive
Juneau, AK 99801
Attn: Ricardo Worl
President/CEO

The Front Street Community Health Center:
225 Front Street, Suite 202
Juneau, AK 99801
Attn: Mark Walker
Interim Executive Director

St. Vincent De Paul:
8617 Teal Street
Juneau, AK 99801
Attn: Dan Austin
Executive Director

Juneau Alliance for Mental Health:
3406 Glacier Highway, Suite A
Juneau, AK 99801
Attn: Pamela Watts
Executive Director

8.7 Neither the Juneau Housing First Collaborative nor any party shall, without the prior written consent of the other parties, assign or otherwise transfer in whole or in part its interest in this MOU, and, except with respect to grant funds paid from the grantee to the Developer under Article 1 and 2.2 of this Memorandum, each party shall not assign any funds due or to become due without the prior written consent of the Juneau Housing First Collaborative.

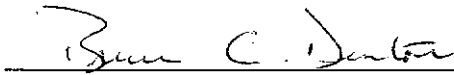
8.8 This MOU, including the recitals and exhibits hereto, comprises the entire agreement of the parties. Any modification, amendment, or waiver of any provision of this MOU, or consent to any change order or departure by either party therefrom, shall not be effective unless the same shall be in writing and signed by

both parties or their duly authorized agents. Neither party shall assert that any directive or representation has been made by the other party in contravention of this MOU without such be written.

a. The exhibits hereto, if any, are incorporated into and are an integral part of this MOU. In the event of any inconsistency between the terms of this MOU and the terms of any exhibit hereto, the MOU terms shall prevail unless the parties' express intent to the contrary is set forth in writing as an amendment hereto.

DATED this ____ day of _____, 2015.

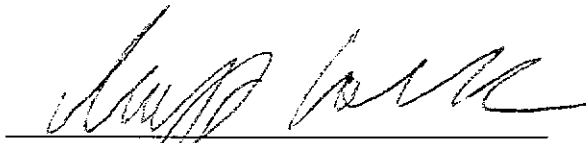
JUNEAU HOUSING FIRST COLLABORATIVE



Bruce Denton, Vice Chair

DATED this 16 day of JUNE, 2015.

THE GLORY HOLE



Mariya Lovishchuk

DATED this 16 day of June, 2015.

FRONT STREET COMMUNITY HEATH CENTER

Mark Walker

DATED this ____ day of _____, 2015.

TLINGIT-HAIDA REGIONAL HOUSING AUTHORITY


Memorandum of Understanding

June 16, 2015


Ricardo Worl

DATED this 16th day of June, 2015.


ST. VINCENT DE PAUL


Dan Austin

DATED this 16 day of June, 2015.

JUNEAU ALLIANCE FOR MENTAL HEALTH INC.:


Pamela Watts



Ricardo Worl

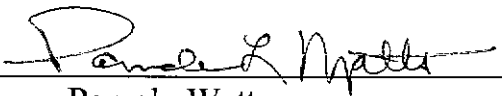
DATED this 16th day of June, 2015.

ST. VINCENT DE PAUL

Dan Austin

DATED this 16 day of June, 2015.

JUNEAU ALLIANCE FOR MENTAL HEALTH INC.:



Pamela Watts