

# MEMORANDUM OF AGREEMENT

between COOK INLET HOUSING AUTHORITY  
and THE FAIRVIEW COMMUNITY COUNCIL

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This Memorandum of Agreement ("Agreement"), having an Effective Date of \_\_\_\_\_, is hereby entered into by and between **COOK INLET HOUSING AUTHORITY ("CIHA")**, an Alaska Regional Housing Authority, and the **FAIRVIEW COMMUNITY COUNCIL ("FCC")**, a community council within the Municipality of Anchorage.

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## I. RECITALS

WHEREAS, the parties to this agreement recognize that coordinated community planning and redevelopment activities are more strategic and effective than uncoordinated efforts simultaneously undertaken by separate parties; and

WHEREAS, the FCC is engaged in efforts to coordinate the development of a Neighborhood Plan for the Fairview area; and

WHEREAS, the FCC has worked with the Municipality of Anchorage Planning Department to develop a Final Revised Draft Community Plan; and

WHEREAS, the FCC has worked with the Municipality of Anchorage Department of Neighborhoods to pursue a Neighborhood Revitalization Strategy Area designation from the Department of Housing and Urban Development (HUD); and

WHEREAS, CIHA seeks to foster a cooperative relationship with the Fairview Community Council in order to promote quality community environments for CIHA clients living in Anchorage, and

WHEREAS, both the FCC and CIHA philosophically support the socio-economic characteristics, physical infrastructure improvements, civic atmosphere, and sense of community that are characteristic of traditional neighborhood and village senses of place; and

WHEREAS, the FCC and CIHA believe that coordinating to identify and advance common neighborhood planning and redevelopment goals could provide mutual benefits, such as identification of service and infrastructure gaps, more comprehensive strategies for addressing neighborhood concerns, and improved opportunities for collaboration;

Now, therefore, In consideration of the mutual covenants and agreements herein, the parties agree as follows:

## II. AGREEMENT

**1) PURPOSE.** The parties enter into this Agreement for the purpose of promoting coordinated community planning, neighborhood revitalization, and redevelopment activities within the Fairview neighborhood, including activities to be undertaken by persons and entities not party to this Agreement. The parties intend for their coordination and cooperation under this Agreement to advance efforts that the parties agree will benefit Fairview residents and businesses.

**2) TERM OF AGREEMENT.** This Agreement shall be in effect for an initial term of one (1) year, commencing on the Effective Date provided above. Unless terminated by either party in accordance with Section 3, this Agreement shall be automatically extended for one (1) additional term of one (1) year. At the end of the extension period, if any, the parties may agree, in writing, to renew the Agreement for one (1) or more additional terms.

**3) TERMINATION.** Either party may terminate this Agreement for any reason, with or without cause, by providing written notice to the other party.

**4) FCC RESPONSIBILITIES.** The FCC shall:

a. Commit to a policy of mutual respect between CIHA and the FCC for purposes of establishing a courteous and productive working relationship;

b. Cooperate with various stakeholders to develop a unified investment strategy for Fairview and advance that strategy to elected public officials at the federal, state, and local levels;

c. Solicit feedback from CIHA during the development of its annual Capital Improvement Program requests, which are submitted to the Municipal Office of Management and Budget each year;

d. Provide regular updates to the FCC membership of the activities covered by this Agreement through the Federation of Community Councils website, placement on the monthly Council meeting agenda, and discussions with local businesses;

e. Co-sponsor a series of community workshops occurring in 2010 and 2011 for the purpose of identifying and soliciting information regarding Fairview's community development, neighborhood revitalization, and affordable housing needs. The parties shall coordinate to advertise the workshops, engage in public outreach, secure event facilitation, and produce formalized write-ups (the contents of which may be incorporated into the Fairview Neighborhood Revitalization Strategy and/or the Fairview Community Plan);

f. Pursue grants, donations, and in-kind contributions from funders and community sponsors to advance the purposes of this Agreement and the responsibilities of the parties hereunder; and

g. Communicate to CIHA the specific participation of additional stakeholders, including state and local government entities, community-based nonprofit organizations, local businesses.

**5) CIHA RESPONSIBILITIES.** CIHA will:

- a. Commit to a policy of mutual respect between CIHA and the FCC for purposes of establishing a courteous and productive working relationship;
- b. Review Fairview's unified investment strategy and provide feedback to the FCC;
- c. Seek to broaden civic support for redevelopment and revitalization of the Fairview neighborhood, utilizing existing relationships and networks whenever feasible;
- d. Co-sponsor a series of community workshops occurring in 2010 and 2011 for the purpose of identifying and soliciting information regarding Fairview's community development, neighborhood revitalization, and affordable housing needs. The parties shall coordinate to advertise the workshops, engage in public outreach, secure event facilitation, and produce formalized write-ups (the contents of which may be incorporated into the Fairview Neighborhood Revitalization Strategy and/or the Fairview Community Plan);
- e. Provide in-kind support to the FCC in connection with the community workshops described above and the development of the Fairview Neighborhood revitalization strategy. Such assistance will be agreed upon by the parties and may include community relations assistance, event facilitation assistance, and/or assistance preparing and submitting grant funding proposals;
- f. Meet informally with representatives of the FCC to share information about lessons learned during CIHA's redevelopment and revitalization efforts in Mountain View, from both a development perspective and a community engagement perspective; and
- g. Independently identify and evaluate redevelopment opportunities within the Fairview neighborhood. CIHA shall seek feedback from the FCC regarding redevelopment opportunities in Fairview. However, the FCC recognizes that it may not be practical for CIHA to disclose its preliminary assessments of redevelopment opportunities with the FCC due to confidentiality obligations inherent in the real estate development process.

**6) NO FORMAL PARTNERSHIP.** This Agreement is mutually beneficial to the FCC and CIHA. The Parties clearly understand that they do not intend to create a formal partnership. Nothing in this Agreement shall be construed or interpreted to make either party the partner of the other or, except as otherwise expressly provided, to make either party the representative of the other or to create any fiduciary relationship between them. Neither party shall have any authority, express or implied, to act for or to assume any obligation or responsibility on behalf of the other party. Neither party shall be responsible for the liabilities of the other. Any liability of either party shall be several and not joint or collective.

**7) INDEMNITY.** Each party (as the "Indemnifying Party") will indemnify, hold harmless, and defend the other party (as the "Indemnified Party") including its officers, directors, employees, agents and subcontractors, if any, from and against any and all liability, including but not limited to fines, penalties, settlements, judgments, awards, attorney's fees, and costs and expenses, for all actions, claims, damages, losses, and expenses arising directly or indirectly as a result of any strict liability, error, omission, or negligent act or willful misconduct of the Indemnifying Party, its assignee, subcontractor, or anyone directly or indirectly employed by it or them in the performance of this Agreement, except for any

claims or damages caused solely as a result of the willful misconduct of the Indemnified Party. Any claims, damages, liability, losses and expenses arising out of or resulting from or sustained in connection with the performance of work under this Agreement that are the result of the negligence or willful misconduct of both parties will be apportioned on a comparative fault basis. This provision shall survive the termination of this Agreement with respect to acts or omissions that occurred prior to termination and shall be in effect during all applicable statutes of limitations.

The parties have executed this document as of the Effective Date referred to herein.

**FAIRVIEW COMMUNITY COUNCIL, by:**

**COOK INLET HOUSING AUTHORITY, by:**

\_\_\_\_\_  
Dr. Sharon Chamard, President

\_\_\_\_\_  
Carol Gore, President/CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_