

MEMORANDUM OF UNDERSTANDING AMONG COMMUNITY CARES COALITION, JUBILEE HOUSE, AND SAFE HARBOR REGARDING FEASIBILITY OF A NEW SITE

Whereas, Jubilee House ("Jubilee") and Community Cares Coalition ("CCC") have worked cooperatively to explore a long-term solution and plan for Jubilee House's operations serving individuals experiencing homelessness, the parties have determined that a new facility will be required to effectively serve the community.

In furtherance of these efforts, Jubilee House and CCC have identified Safe Harbor ("Safe Harbor") as an crucial participant in planning and desire to have Safe Harbor join the effort in an advisory role to provide input and expertise in exploring options to best serve the community.

1. Parties

This Memorandum of Understanding (hereinafter "MOU") is entered into by and among; CCC, Jubilee and Safe Harbor. The above-named parties may collectively be referred to as the "Parties" and individually as a "Party." The Parties agree to engage in good faith and timely in aspects of this MOU.

2. Purpose

The purpose of this MOU is to outline a framework for discussions between the Parties regarding the feasibility of a new site that will serve as a shared campus for Jubilee House and a year-round overnight shelter necessary to make an application for land use approval, (the "Project"). This MOU aims to address each Party's mission, existing services, and aspirations for expansion, modification, and potential elimination of services if the Project is approved. This MOU is non-binding and is intended solely for discussions and planning purposes. As such, in Phase 1 Safe Harbor's role is advisory and in no way shall it be construed to imply that Safe Harbor is willing to move, expand or change its current operations.

3. Scope of Discussions

The Parties agree to engage in discussions regarding, among other things:

- Review and detail the services currently provided by Safe Harbor and Jubilee.
- Identify potential areas for adding, expanding, contracting, or eliminating services.
- Conduct an initial needs assessment to outline the requirements of each Party for the development of the proposed campus.
- Conduct a cursory land use analysis to assess the feasibility and requirements for the Project.
- The goal of these discussions is to define the scope of services and operational needs for inclusion in a formal land use application for the Project.

4. Decision Timeline

The Parties agree to make a decision on whether to proceed with the Project within one hundred twenty (120) days from the effective date of this MOU which is March 3, 2025 or the date of the last signature whichever comes last. This timeline aims to ensure timely progress and

accountability in the decision-making process. Extensions to this timeline may be made only with the written consent of all Parties.

5. Confidentiality and Transparency

The Parties agree to uphold transparency and engage in open, candid discussions. Although a Confidentiality and Non-Disclosure Agreement (NDA) is not anticipated at this time, each Party agrees to execute such agreements as may be reasonably requested by another Party.

6. Anticipated Phases

The Parties anticipate three main phases in the development process:

- Phase 1: Scoping and Planning - The current phase covered by this MOU, involving needs assessment, land use analysis, and partnership discussions.

Phases not covered by this MOU

- Phase 2: Development Agreement - Following agreement on the Project and submission of a land use application, the Parties will enter into a binding Development Agreement to define roles, responsibilities, and contributions of each Party before a land use permit application is made.
- Phase 3: Operational Agreement - Upon land use approval, the Parties will enter into a binding Operational Agreement to detail management and operational responsibilities on the campus.

7. No Legal Obligations

This MOU is intended solely to document the Parties' mutual intent to cooperate in evaluating the Project. Nothing in this MOU shall be construed to create any binding obligations, responsibilities, or liabilities. Any subsequent legally binding agreements will require formal documentation and execution by the Parties.

8. Amendments

This MOU may be amended only by a written agreement signed by all Parties.

9. Governing Law:

This MOU shall be governed by and construed in accordance with the laws of the State of Michigan.

10. Non-Binding Nature

The Parties acknowledge and agree that this MOU is non-binding and shall not create any legal obligation or enforceable duty on any Party.

11. Signatories

The undersigned are duly authorized representatives of each Party and agree to the terms outlined in this MOU.

Community Cares Coalition

Signed by:
Signature: Megan Wick
6929BD1B4F6F42D...
Megan Wick

Title: President

Date: March 18, 2025

Jubilee House

Signed by:
Signature: Father Jim Perra
F41BA9920B264DF...
Father Jim Perra

Title: Rector, Grace Episcopal Church

Date: March 18, 2025

Safe Harbor

Signed by:
Signature: Patrick Livingston
8CBAC2967949479...
Patrick Livingston

Title: Safe Harbor Board Chair

Date: March 19, 2025