

MEMORANDUM OF UNDERSTANDING Between BUILDING BRIDGES ACROSS THE RIVER and [Partner]

This Memorandum of Understanding Agreement (hereinafter referred to as "Agreement") is entered into by and between Building Bridges Across the River (hereinafter "BBAR") and [Partner.]

ARTICLE I - BACKGROUND AND OBJECTIVES

<u>11th Street Bridge Park (or "Bridge Park")</u> - As the old 11th Street SE traffic bridges that connect Washington, D.C.'s Capitol Hill and historic Anacostia neighborhoods have aged out, a local nonprofit organization "Building Bridges Across the River" and the District government are transforming this old infrastructure into the city's first elevated park: a new venue for healthy recreation, environmental education and the arts.

The 11th Street Bridge Park has four key goals:

- Create a healthy community by establishing a safe place for residents to exercise and play
- Connect the community with the Anacostia River
- Reconnect the neighborhoods on both sides of the Anacostia River
- Generate new jobs and economic activity

After a seven month design competition informed by more than 500 community meetings, the design team of OMA+OLIN was selected in October 2014. With the design in place, Bridge Park staff has launched a capital campaign to construct this new civic space.

The 11th Street Bridge Park is a project of the Building Bridges Across the River at THEARC (Town Hall Education Arts Recreation Campus), a not for profit 501(c)(3) 110,000 square-foot campus comprised of 10 diverse non-profits located in Washington, D.C.'s Ward 8.

<u>Equitable Development Plan</u>: The goal of the Equitable Development Plan is to ensure that the 11th Street Bridge Park is a driver of inclusive development – development that provides opportunities for all residents regardless of income and demography. In November 2015, the Bridge Park published an Equitable Development Plan that outlines specific and actionable recommendations identified through a public process data gathering, analysis, and significant engagement of community residents, stakeholders and experts. The recommendations include public sector legislation and programs, as well as actions that can be accomplished by the private sector (e.g. private developers, philanthropists, non-profits, etc.). The recommendations include actions that the 11th Street Bridge Park has direct control over as well as actions in which the Bridge Park can influence.

The work of the Equitable Development Plan has the potential to be a national model for how public infrastructure projects can include inclusive development concepts and practices in their planning and implementation. It is the goal this document to describe how the Bridge Park will partner with [Partner] to provide [overview of partnership.]



[Partner]: Partner's Mission

The purpose of this Agreement is to leverage the 11th Street Bridge Park to [collaboration description.]

ARTICLE II - STATEMENT OF WORK

- A. [Partner] agrees to:
 - 1. [Outline tasks here include sharing data & program outcomes, partnering on marketing & promotional opportunities (events, social media, etc.) and potential collaborative funding opportunities.]

2.

- B. BBAR agrees to:
 - 1. [Outline BBAR tasks here. Consider including information about engaging community & key stakeholders such as civic groups and government officials.]
 - 2. Meet with key staff on a regular basis to plan and implement partnership. This will include consultation on potential collaborative funding opportunities to continue this work.
 - 3. Provide letters of support for grants, programs and projects as requested and appropriate.

ARTICLE III – <u>ANNUAL WORK PLAN</u>

[Partner] and BBAR will create a written work plan to include future work. This work plan will: (i) identify specific tasks and projects for [Partner] and BBAR; (ii) specify the respective roles of [Partner] and BBAR in carrying out the identified collaborative projects; (iii) coordinate potential fundraising to support collaborative efforts. The Parties may modify the Annual Work Plan, as appropriate, during the course of the year by mutually executed amendments.

ARTICLE IV – <u>TERM OF AGREEMENT</u>

This Agreement will be in effect through [Date] unless either renewed pursuant to this Article, or modified or terminated pursuant to Article V. This Agreement can be extended prior to its expiration for an additional period pursuant to Article V.

ARTICLE V – <u>TIME LINE / DELIVERABLE OVERVIEW AND PAYMENT SCHEDULE</u> [Include specific deliverables tied to dates.]

ARTICLE V - MODIFICATION AND TERMINATION

A. This Agreement may be modified by the mutual written consent of the parties. All modifications will be attached to this Agreement.



- B. Either party may terminate this Agreement for any reason by giving thirty (30) days written notice. Neither party will be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the thirty (30) day period.
- C. If either party fails to observe the terms and conditions of this Agreement, the other party may terminate this Agreement for default without any legal process whatsoever by giving thirty (30) days written notice of termination; the termination will be effective at the end of the thirty (30) day period.

ARTICLE VI – <u>KEY OFFICIALS</u>

- A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:
 - 1. For BBAR:
 - 2. For [Partner]:
- B. Communications: The Parties will address all communication regarding this Agreement to the other's Key Official.
- C. Changes in Key Officials: BBAR and the [Partner] may each make a permanent change in their respective Key Official at any time by providing written notice to the other party of the proposed change.

ARTICLE VII - PRIOR APPROVAL

Unless otherwise addressed under another Agreement, BBAR and [Partner] shall obtain written approval from each other prior to:

- A. The use of logos or brands in communication and public relation materials such as websites, letterhead or printed materials.
- B. Non-Exclusive Agreement: This Agreement in no way restricts either the BBAR or [Partner] from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

ARTICLE VIII - <u>SIGNATURES</u>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR BBAR



NAME / TITLE

FOR [Partner]

NAME / TITLE

Date: _____

Date: _____

Appendix A

Map of Bridge Park Impact Area



