

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into between COMMUNITY HOUSING NETWORK, INC. (hereinafter referred to as the "Developer"), its successors and assigns, and the NORTHWEST OHIO BUILDING AND CONSTRUCTION TRADES COUNCIL and its AFFILIATE UNIONS (hereinafter referred to as the "Union"), this 9th day of September, 2021, and enter into this agreement in collaboration and in support of permanent supportive housing in relation to the construction of The Toledo Warren Commons apartment complex ("Project") located in Toledo, Ohio, and agree as follows:

WHEREAS, Toledo, Lucas County, Ohio lacks affordable housing for low-income individuals, including those who are homeless or living with disabilities;

WHEREAS, Developer develops and manages permanent supportive housing sites that offer residents housing that enables them to find work, maintain treatment and recovery, and lead fulfilling lives;

WHEREAS, Northwest Ohio Building Trades Council and its affiliates are located within Northwest Ohio and represent over 17,000 building trades men and women who live and work within the community and are highly skilled and trained to ensure the highest quality construction for residents, owners, developers and contractors;

WHEREAS, Developer is constructing a permanent supportive housing apartment complex in Toledo, Ohio;

WHEREAS, permanent supportive housing has been shown to help communities end chronic homelessness, veteran homelessness, and homelessness for young adults and the Project is supported by the Toledo Lucas County Homelessness Board to help reduce chronic homelessness in Toledo and Lucas County;

WHEREAS, Developer has faced opposition to the Project from community and it is important to the leaders of the community that the construction of the Project be done by skilled and well trained professionals with minimal delays to help restore community confidence in the Project;

WHEREAS, the Parties agree that the construction of this Project will require substantial number of employees from local construction and supporting crafts possessing skills and qualifications that are vital to the Project's timely completion;

WHEREAS, Developer's funding for the Project is, in part, through the U.S. Department of Housing and Urban Development ("HUD"), which funds require grantees to comply with Section 3 of the Housing and Development Act of 1968, specifically, making economic opportunities available for low- and very low-income individuals that live in the areas where HUD funds are spent;

WHEREAS, the Parties agree that prompt efficient completion of construction work on the Project will require optimum productivity;

WHEREAS, the Parties agree that development of permanent supportive housing pursuant to a project labor agreement will assure residents and city leaders that such construction

will be done in accordance with area standards for wages, benefits and conditions of employment and in accordance with HUD's Section 3 requirements;

WHEREAS, the Parties recognize that the primary incentive for use of a project-specific agreement for the construction of the Project is elimination of the risk of delays and disruption caused by labor disputes and unrest. A project labor agreement ("PLA") creates effective and binding methods for the settlement of all disputes or grievances, which may arise on the Project and prohibits strikes, work stoppages or lockouts. Further, the parties recognize the advantages of a PLA include standard work rules and minimizing the impact of construction industry challenges such as the short-term nature of employment, which makes post-hire collective bargaining difficult, and the need for contractor to predict labor costs and to have a steady supply of skilled labor.

WHEREAS, Developer desires to require its Contractors and all contractors and subcontractors of whatever tier to enter into a Project Labor Agreement in order to provide construction services on the Project and to provide timely completion of the Project without interruptions or delays;

WHEREAS, Union desires to support the development of the Project in accordance with area standards and to provide sustainable employment opportunities for HUD residents;

NOW, THEREFORE, it is hereby agreed by and between the parties, as follows:

1. The Union shall support the Project through education of City of Toledo residents and leaders regarding the value of permanent supportive housing and responsible economic development through a project labor agreement.
2. Developer shall include as a term of its construction agreement with the general contractor, construction manager and/or project manager (jointly referred to herein as "Contractor"), that all contractors and subcontractors, of whatever tier, shall become signatory to the Project Labor Agreement attached hereto, and shall adhere to the terms of the PLA;
3. The Developer's requirement of a PLA for this Project, as a term of its construction agreement with the Contractor, is limited to the single Project, as defined therein.
4. This MOU is a complete agreement between the Parties, and each party intends to be bound to the terms of this MOU.
5. The Parties agree that in the event of a breach of any provision of this MOU, the aggrieved party may be without an adequate remedy at law. The parties therefore agree that in the event of a breach of any provision of this MOU, the aggrieved party will be entitled to obtain in any court of competent jurisdiction a decree of specific performance or to enjoin the continuing breach of such provision in each case without the requirement that a bond be posted, as well as to obtain damages for breach of this MOU. By seeking or obtaining such relief, the aggrieved party will not be precluded from seeking or obtaining any other relief to which it may be entitled.

6. If any provision of this MOU is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this MOU shall remain operative and binding on the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be deemed effective as of the 9th day of September, 2021.

SIGNATURE PAGE TO FOLLOW

ON BEHALF OF COMMUNITY HOUSING NETWORK, INC.:

By:

Samantha Shuler

9.8.2021

Date

Chief Executive Officer

Title

ON BEHALF OF NORTHWEST OHIO BUILDING TRADES COUNCIL AND THE
UNIONS

Signature

9/9/2021

Date

Executive Secretary

Title