

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ADAMS MORGAN HOTEL OWNER, LLC
AND
SASHA BRUCE YOUTH WORK, INC.**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between Adams Morgan Hotel Owner, LLC (AMHO) and Sasha Bruce Youthwork, Inc (SBY), a 501(c)(3) tax-exempt, D.C. non-profit organization. Under this MOU, dated April 24, 2012, AMHO agrees to enter in a Planned Unit Development (PUD) partnership, commencing upon acceptance of this MOU.

II. BACKGROUND AND STATEMENT OF PURPOSE

SBY has submitted a proposal pursuant to the Department of Labor's Solicitation for Grant Application (SGA) for *YouthBuild Grants* (CFDA# 17.274). The purpose of this MOU is to establish the terms and conditions under which the signatories shall collaborate in provision of services to support the objectives outlined in the SGA should Sasha Bruce Youthwork's application be successful. Further, the purpose of this PUD partnership is to provide mentorship and internship opportunities in connection with the operation of the Adams Morgan Historic Hotel Project (the "Project") to be located at 1780 Columbia Road, NW, Washington, D.C. 20009. The primary objectives for the proposed program are to provide in-school learning that leads to the achievement of a high school diploma or passing the General Education Development test and occupational skills training that prepares youth for career placement. The target populations are District of Columbia youth who have dropped out of high school, including adjudicated youth, youth aging out of foster care, youth with disabilities, and other at-risk youth populations.

III. GENERAL TERMS OF THIS AGREEMENT

AMHO agrees to:

1. Outreach to developer partners and project contractors and subcontractors to inform them about SBY's YouthBuild program;
2. Provide on-going mentorship opportunities for participants of the program;
3. Assist SBY in providing qualified trainees with construction trade internship opportunities that may lead to job placements; and
4. Provide access for SBY's YouthBuild program participants to the construction site for purposes of hands-on training in a variety of construction fields, in

particular access and exposure to “green” trades. Access will allow participants to assist AMHO’s development and construction partners as the Project is built. Supervised by SBY YouthBuild program staff, participants will gain hands-on experience with substantial renovation including cabinetry, repair and replacement of drywall, replacement and installation of windows and doors, upgrades to electrical switches, plugs and lights, and complex weatherization.

5. SBY will have access to space in the community center for meetings with mentors and meetings, once per quarter, related to “service learning”

SBY agrees to:

1. Be responsible for DOL grant compliance and reports.
2. Recruit, assess, and select qualified youth and young adult applicants that meet the eligibility criteria outlined in the SGA and SBY’s grant agreement.
3. Ensure that participants have been adequately trained to work at the development site and provide site-based supervision of youth workers;
4. Ensure that participants have appropriate safety equipment and construction trades educational materials; and
5. Ensure that all participants are moving to a drug free life style with drug testing and counseling supports.
6. Carry commercially reasonable liability insurance.

IV. AMENDMENTS/MODIFICATIONS

This MOU may be amended with the written concurrence of both signatories to this document. Modifications to this document shall be incorporated in the form of an amendment dated and signed by authorized representatives of the signatories.

V. INDEMNIFICATION

SBY shall indemnify and hold harmless AMHO and all its officers, agents, and servants against any assessment, fines, or monetary penalties that may be imposed by order or judgment of any court of competent jurisdiction, or required pursuant to terms of a consent order, consent decree or consent MOU, as a consequence or result of an act, omission or default of the provider, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performance pursuant to this MOU.

VI. DURATION OF AGREEMENT

The period of this agreement shall be from Oct 2012 until the completion of the grant.

VII. SPECIAL PROVISIONS FOR TERMINATION OF THE AGREEMENT

AMHO and SBY reserve the right to terminate this MOU due to either of the following conditions: 1) Lack of grant funding; 2) Elimination of this program;

AMHO and SBY must provide a minimum of thirty (30) calendar days notice to the other party of the intent to terminate the MOU.

If any provision of this MOU is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this MOU shall remain in full force and effect. This MOU shall be interpreted under the laws of the District of Columbia. Any litigation under this MOU shall be resolved in the courts of the District of Columbia.

This MOU is assignable by only AMHO to any entity.

VIII. EFFECTIVE DATE

This MOU shall be effective on the date executed.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year written below.



Brian Friedman
Authorized Signatory
AMHO

May 1, 2012

Date

Deborah Shore
Executive Director
Sasha Bruce Youthwork, Inc.

Date

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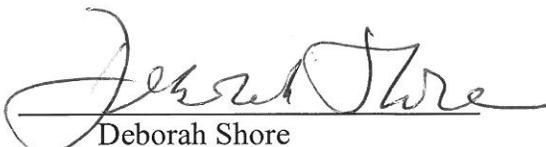
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