

MEMORANDUM OF UNDERSTANDING

Mindful Aging Project Phase I (2020-2021)

1. **The Parties:** This Memorandum of Understanding (MOU) is dated June 27th, 2020 by and between **Family Alliance For Counseling Tools and Resolution (FACTR)** with an address of 475 N. First Street, 2nd Floor, San Jose 95112 AND **African Community Health Institute (ACHI)** with an address of 304 N. 6th Street, San Jose, CA 95112. These entities will collectively be addressed as “the Parties.”
2. **Limitations of MOU:** The parties understand that this MOU does NOT establish or create any type of formal obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration in support of an effective partnership to establish and maintain objectives and commitments with regards to the Mindful Aging Project Phase I – 2021 (MAP Phase I – 2021).

The MOU is not intended to create any rights, benefits and/or trust responsibilities by or between the parties. It shall also, in no way, obligate either Party to supply funds, personnel or other resources to maintain and/or sustain the MAP Phase I – 2021.

3. **Term of MOU:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than 2 years. This MOU may be terminated, without cause, by either party upon 3 days’ written notice, which notice shall be delivered by hand or by certified mail to either home address listed for the parties in section 1.
4. **Predecessor MOU and Considerations for the Current Iteration:** This MOU builds off a predecessor MOU that established a partnership for the Mindful Aging Project (dated and Signed November 2016).

The previous MOU established a cooperative agreement between the Parties as well as California Native Garden Foundation (CNGF), Dr. Guang Yue Chen, Valley Verde, and Core (Core Winchester, LLC). This agreement established the Mindful Aging Project as a program that would bring elders from immigrant and refugee communities together through community produce and meditation gardening.

The original Mindful Aging Project was intended to be implemented in two phases.

1. Phase 1 was intended to lay the framework for the Mindful Aging Project. This would initially involve the identifying, recruiting and educating of elder immigrants. Recruited individuals would participate in community garden tours and begin planning/designing their future gardens.
2. Phase 2 was intended to involve actual developing of a home base community garden at the future home of Core Companies’ Agrihood Development. The development site is located at 90 North Winchester

Boulevard in Santa Clara, CA. Once completed – Agrihood is intended to incorporate a combination of Urban Affordable Housing units as well as a community farm. It is on the site of Agrihood’s future community farm that the Mindful Aging Project would establish its primary long term goal of establishing a sustained program for immigrant elders to maintain their own produce as well as participate in community-building activities and workshops.

The spirit of the prior MOU continues to live on within this version of the MOU in regards to the vision and direction of the Mindful Aging Project.

However, present circumstances in 2020 have necessitated an updated agreement between the Parties. Primarily, the prior MOU did not factor in complications related to delays in the completion of the Agrihood development. As of June 2020, Agrihood’s completed development is expected for early 2023.

Despite these delays, the Parties included in this updated agreement remain steadfast in their partnership and wish to proceed with activities that do not depend on the completion of a future permanent urban farm. The project scope below details the nature of these activities

5. **Project Scope:** The Parties understand that they are willfully entering a collaborative project to develop and maintain the MAP Phase I – 2021. The scope of the project is as follows:

- Planning and Program Development (July 2020 – March 2021): The parties intend to begin planning straight away starting in the summer of 2020. Planning involves baseline project management, budget management, recruiting of staff/volunteers, curriculum development, and the coordination of partnerships necessary to ensure the success of the program.
- Elder Recruitment (December 2020-February 2021): The Parties intend to recruit a contingent of roughly 20-30 elders to participate in Phase I of the project. Over the past couple years, the Parties – ACHI in particular - have already demonstrated success in leading small immigrant elder groups through garden tours and workshops. Most of these activities occurred at the Community Native Garden Foundation (CNGF) demonstration garden located at 79 Race Street in San Jose, CA. It is our intention to leverage prior participants, connections and partnerships to re-establish a stable and formalized program within MAP Phase I – 2021.
- Community Garden Tours (February 2021-December 2021): The Parties intend to execute formalized program activities once the planning and recruiting phases have ended. MAP Phase I – 2021 will involve, at a minimum, monthly community garden visits/tours at various sites throughout the Santa Clara Valley.

Though the program sites have not been set in stone, the following sites have been proposed as potential candidate locations for community garden tours

- CNGF Gardens – 76 Race Street, San Jose, CA 95126
 - Veggielution – 647 South King Road, San Jose, CA 95116
 - Everett N. “Eddie” Souza Park & Community Garden – 2380 Monroe Street, Santa Clara, CA 95051
 - Garden to Table/Taylor St. Fam – 200 West Taylor Street, San Jose, CA 95110
 - Martial Cottle Park Demonstration Gardens and Community Education Center – 5283 Snell Ave., San Jose, CA 95136
 - Coyote Creek Community Garden – Tully Road and Galveston Avenue, San Jose, CA 95122
 - Japanese Friendship Garden Regional Park – 1300 Senter Road, San Jose, CA 95112
 - Calabazas Community Garden – S Blaney Ave. & Danridge Dr., San Jose, CA 95129
 - Beryessa Community Garden – San Jose, CA 95133
 - Hamline Community Garden – Hamline Street and Sherwood Avenue, San Jose, CA 95126
 - Grateful Gardens – 990 Meridian Avenue, San Jose, Ca 95126
- Workshops and Activities (February 2021-December 2021): In conjunction with the community garden tours, the Parties intend to involve the elders’ cohort in socialization activities and workshops.

Workshops may occur in conjunction with site visits at the previously-mentioned community garden sites. They may also take place at alternate sites, including – but not limited to:

- Collaborative meeting spaces available at Core (Core Winchester, LLC.) developments
- ACHI offices at 304 N. 6th Street, San Jose, CA 95112
- Virtual Zoom and Video Conferencing Platforms – which have become common throughout the Shelter in Place ordinances of 2020.

Workshops may include, but are not limited to, the following potential activities

- Farmers Market Visits
 - Regenerative Gardening Instruction
 - Nutrition Classes
 - Meditation and Mindfulness Exercises
 - Demonstration Garden Presentations and Showcases – possibly located at the CNGF Community Garden or an alternate site
 - At-home garden project demonstrations in containers or yards
 - Participation in the design of the future community garden site at Agrihood
- Evaluation and Reporting (February 2021-December 2021): The Parties intend to solicit feedback and evaluate the effectiveness and results associated with

programming activities throughout MAP Phase I-2021. These activities are intended to:

- Assist with evaluating areas for change or improvement for future programming
- Ensure relevant stakeholders are informed regarding the accomplishments of program activities
- Evaluate whether our Elders Cohort are truly experiencing improvements in their mental health and wellness via participation the program

4. Organizational Responsibilities and Rights: The Parties agree to work together in a cooperative and coordinated effort to bring about the achievement and fulfillment of the project scope determined in section 3. The Parties also agree to mutually contribute and take part in any and all phases of planning, development, and operation of MAP Phase I – 2021.

5. Representation and Warranties: Both Parties confirm that they are fully authorized to enter this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation

5. Indemnity: The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, volunteers, and permitted successors and assigns any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

6. Limitation of Liability: UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR ARE THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

7. Governing Law and Jurisdiction: The Parties agree that this Agreement shall be governed by the State and Country in which both Parties do business.

8. Entire Agreement: The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. If the Parties desire to change, add or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signature as follows:

Representative for ACHI

Signed: Manna Teclemariam

By: Manna Teclemariam

Date: 05/30/2020

Representative for FACTR

Signed: Karita M. Hummer, LCSW

Signed electronically 06/30/2020

By: President and Clinical Director

Date: 06/30/2020