

MEMORANDUM OF UNDERSTANDING

RP Rx Housing, LLC

And

DI Group, LLC

This Memorandum of Understanding ("Memorandum" or "MOU") is made and entered into by and between RP Rx Housing, LLC a single member limited liability corporation of Reinvestment Partners, a 502(c)3 nonprofit whose mailing address is 110 East Geer Street, Durham, North Carolina 27701 (hereinafter "RP Rx Housing") and DI Group, LLC (DBA Carolina Duke Inn, hereinafter "DI Group"), whose mailing address is 2517 Guess Road, Durham, NC 27705.

Whereas RP Rx Housing has received funding from the County of Durham to provide hotel rooms to help reduce the density of residents in Durham homeless shelters and other congregate living facilities to allow for proper social distancing as directed by the Centers for Disease Control (CDC); and

Whereas DI Group has agreed to provide up to 40 motel rooms in Building A at the Carolina Duke Inn property located at 2517 Guess Road, Durham, NC 27705 for use by Durham County;

NOW, THEREFORE, to establish the mutual agreements and obligations of the parties, and in consideration of the recitals, covenants and promises set forth herein, the Parties agree as follows:

- 1. Property.** The collective reference to the land, improvements and all personal property and furnishings at the property located in Building A at Carolina Duke Inn located at 2517 Guess Road, Durham, NC 27705.
- 2. Term.** The Term of the Agreement shall be for the period beginning October 1, 2020, and shall end at midnight December 30, 2020 ("Term") unless sooner terminated as provided herein. The term may be extended on a monthly basis for up to an additional year by written agreement of the parties.
- 3. Services.** DI Group will provide up to 40 single or double occupancy rooms at the Carolina Duke Inn for use by Durham County. Carolina Duke Inn shall provide furnished rooms with private baths and all utilities, including cable TV and telephone. Carolina Duke Inn shall maintain the rooms in in good state of repair and preservation and will not permit the use of any part of the Property for any unlawful purpose or permit any unsafe or unsanitary condition or nuisance to exist thereon. Carolina Duke Inn will provide safe access to rooms, maintenance services for rooms, room cleaning services, and maintenance of grounds.
- 4. Rate.** RP Rx Housing will pay the Carolina Duke Inn a rate of \$70 per night inclusive of all taxes and fees for each room in Building A occupied by clients of Urban Ministries of Durham or its partners.
- 5. Clients.** RP Rx Housing and Carolina Duke Inn understand and agree that RP Rx Housing and its partners intend to make the Carolina Duke Inn rooms available to host vulnerable populations including people who are experiencing homelessness. RP Rx Housing and Durham

County will not knowingly make Carolina Duke Inn rooms available to people who have COVID-19.

6. Client Services and Communication. Urban Ministries of Durham will be providing on-site client management services, including provision of meals, for Durham County clients in Building A at the Carolina Duke Inn. Urban Ministry of Durham is responsible for providing overnight security. DI Group shall communicate with Urban Ministries of Durham directly regarding any occupant issues in Building A or security problems. Similarly, Urban Ministries of Durham may communicate directly with DI Group regarding any maintenance, cleaning, or repair requests.

7. Payment. DI Group will send a monthly invoice to RP Rx Housing. Invoices should be remitted to:

Kate Gonzalez
Program Manager
Reinvestment Partners
kate@reinvestmentpartners.org

Each invoice should indicate the number of billable room nights that were provided for that weekly period. The invoice shall be itemized to also include resident's initials or reference number, room number, and days of occupancy.

8. Communication. DI Group and RP Rx Housing agree that early and frequent communication is critical to a successful partnership, and especially to resolving potential conflicts. Both parties commit to regular check-in conversations, and to make themselves available to address concerns as needed.

9. Damages. Upon termination of this Agreement, RP Rx Housing shall restore the Property to the condition as originally received excluding normal wear and tear, including restoration and repair of all interior surfaces, floors, walls, ceilings, including restoring damaged floor tile and patching and repainting damaged interior surfaces to match adjacent existing surfaces, and including restoration and repair of all furnishings, fixtures and equipment. Upon expiration or earlier termination of the Agreement the Parties shall walk through the Property and identify any and all damage.

10. Early Exit: RP Rx Housing may, by written notice, terminate this agreement for convenience with 30 days notice.

11. Termination for Default. Either party may, by written notice to the other Party terminate the whole, or any part of this Agreement, if:

- a) Either party has materially breached this Agreement;
- b) Either party is in violation of any law, rule, or regulation related to this Agreement;
- c) DI Group fails to timely provide and/or satisfactorily perform services or provide occupancy to the rooms; or
- d) RP Rx Housing fails to timely pay the occupancy rates as required hereunder.

12. Opportunity to Cure. Upon determination that a Party meets a condition specified for Termination for Default, the non-breaching party shall offer the breaching party the opportunity

to cure by providing written notice of the material breach, specifying the breach and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days for the date of notice; and if the breach is not cured by the end of those seven days, the agreement shall be considered terminated.

13. Compliance with Laws. DI Group, LLC represents that it is legally authorized to do business in North Carolina, is in good standing with the North Carolina Secretary of State's Office to the extent applicable, and is in compliance with all applicable federal, state and local employment laws, rules and regulations, including but not limited to the North Carolina Workers' Compensation Act and all safety precautions and programs required by the Occupational Safety and Health Administration (OSHA). DI Group represents and warrants that in performing the services, it will not be in breach of any contract with a third party.

14. No Discrimination. DI Group represents that it does not discriminate, harass, or retaliate against any employee or applicant for employment on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or gender expression.

15. No Partnership. Nothing in this Agreement is intended or shall be considered to create a joint venture or partnership between DI Group and RP Rx Housing or constitute either the agent of the other or to make RP Rx Housing in any way responsible for the duties, responsibilities, obligations, liabilities, debts or losses of DI Group.

16. Governing Law and Forum. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All legal actions brought by either Party hereunder relating in any way to this Contract shall be brought in the General Court of Justice in Durham County, North Carolina.

17. Indemnification. To the fullest extent permitted by laws and regulations, DI Group, LLC shall indemnify and hold harmless RP Rx Housing and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to attorneys' fees and costs related to court action or mediation) arising out of or resulting from DI Group's negligent performance of this Agreement or the actions of DI Group under this Agreement or under contracts entered into by DI Group in connection with this Agreement, except to the extent such claims, damages, losses and expenses arise from negligent acts of RP Rx Housing. This indemnification shall survive the termination of this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to constitute a waiver of the sovereign immunity of RP Rx Housing which immunity is hereby reserved to RP Rx Housing.

18. Not Responsible for Expenses. RP Rx Housing shall not be liable to DI Group for any expenses paid or incurred by DI Group, unless as specifically described herein.

The parties hereto have caused this Agreement be duly executed by their authorized agents.



Signature

9/23/2020
Date

MEHUL PATEL
Printed name

DI Group, LLC
DBA Carolina Duke Inn



9/23/2020

Peter Skillern, Manager
RP Rx Housing, LLC

Date