The Salvation Army, National Capital and Virginia Division

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made effective as of this 29th day of Sept., 2004 by and between **The Salvation Army, National Capital and Virginia Division (SA)** a nonprofit organization with offices at 2626 Pennsylvania Avenue NW, Washington DC 20037, and **Community Equity Empowerment Partnership (CEEP),** a nonprofit organization with offices at 650 Pennsylvania Avenue SE, Suite C-110, Washington, DC 20003.

The parties to this MOU express their desire to work together to establish a "model servant-leadership/employment training program" to benefit the East of the River/Anacostia community in the Salvation Army Corps Center (the Center). The Center is located in the 2300 block of Martin Luther King Jr. Avenue, SE, Washington, DC 20020.

SA and CEEP intend to enter into a Lease and Services Agreement for space to operate the program when the Center opens in late 2006.

The purpose of this MOU is to outline the mutual understandings between SA and CEEP that will guide their joint efforts during the planning and program design period while the Center is being built and until such time as the Lease and Services Agreement is finalized.

SA and CEEP agree as follows:

1. It is the intent of SA to complete the design and construction of the Center, and place the building into service by the end of 2006. During this period SA and CEEP will work cooperatively on the physical and program design aspects of the Center and share information as appropriate to facilitate implementation of a successful program.

2. It is the intent of SA to conduct good faith negotiations with CEEP to make space available to CEEP on the fourth floor of the Center for classes and activities supporting employment/workforce development training and related educational, social and spiritual development. It is understood that these programs will have a special focus on serving youth and young adult residents of East of the River neighborhoods in a manner that is fully consistent with the core values of SA. It is further understood that SA may choose to involve other organizations in the provision of these services and CEEP may request SA approval to involve other organizations, which approval will not be unreasonably withheld.

3. SA also desires that the Center's first floor be primarily dedicated to retail businesses that serve the needs of the local community while, at the same time, providing workforce or "on-the-job training" opportunities for persons enrolled in the program operating on the fourth floor.

4. Other planned purposes of the Center include the administrative, social service and church components of SA, a licensed child care program, after school care, a full-service wellness center and other compatible services as they are determined by SA with advice from CEEP, other partners and the community. SA and CEEP agree to seek every means of assuring that all of the uses and partners of the Center are thoughtfully connected so that each is respected and honored as a partner in ministry.

5. During the term of this MOU, SA and CEEP, to the extent of each party's contractual and lawful right to do so, shall exchange such information as is reasonably required for each to perform its obligations hereunder. SA and CEEP each agree to keep in confidence all information received from the other which is designated in writing to be of a proprietary nature and to use such information only in connection with their obligations under this MOU.

6. Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other party without the other party's written consent during the term of this MOU.

7. Each of the parties intends to adhere fully to the terms set forth in this MOU, and each of the parties

ZONING COMMISSION
District of Columbia
CASE NO.04-35
EXHIBIT NO.3A

acknowledges that the other has and will expend considerable time, effort and resources in order to achieve the goals set forth above. The parties, by entering into this MOU, agree to work together in a spirit of cooperation and patience in their joint efforts to design and implement a program that will benefit many individuals and families in the East of the River community.

8. The parties to this MOU understand that unforeseen circumstances, conditions beyond each party's control and/or irreconcilable differences may arise which make a continued relationship not feasible, or not desirable. In that event, either party may terminate this MOU without penalties or liability to the other party by providing 30 days written notice to the other party of its intent to terminate.

9. This MOU is meant to establish a good faith agreement of the parties to carry out the program and activities contemplated by this MOU to the best of their ability and available resources without creating or forming the basis for legal action or liability of any nature between the parties.

10. The parties to this MOU may propose amendments modifying the MOU at any time. Before an amendment will become effective, the other party must agree in writing.

11. All notices, acknowledgements, requests, reports and other communications under this MOU shall be addressed as follows to the following representatives:

Major Todd Smith
General Secretary
The Salvation Army
National Capital and Virginia Division (TSA)
2626 Pennsylvania Avenue, N.W.
Washington, D.C. 20036

Corey Griffin
Board Chairman
Community Equity Empowerment Partnership (CEEP)
650 Pennsylvania Avenue, S.E.
Washington, D.C. 20003

By the signing of this MOU, the parties, through their duly authorized representatives, hereby agree to the goals, principles, terms and conditions set forth above.

For The Salvation Army:

Major Todd Smith, General Secretary

9/29/04
Date

Corey Griffin, Board Chairman

9-25-2004
Date

For Community Equity Empowerment Partnership: