MEMORANDUM OF UNDERSTANDING

Institute for Livable & Equitable Communities
The Dayton Foundation and The Miami Valley Regional Planning Commission

The Institute for Livable & Equitable Communities (the Institute) at the Miami Valley Regional Planning Commission (MVRPC) will convene critical private, public and community partners from all sectors and be the central point of coordination for a long-term, multi-faceted effort to address nine domains proven to enhance livability and equity in communities.

The Institute will coordinate research and assemble data; lead a robust community engagement process resulting in a high-level strategic plan which identifies assets, needs, resources and potential actions for each domain; secure grants and alternative funding; leverage the region’s resources for collective impact; and create the opportunities for communities and organizations to implement an ever evolving range of aligned strategies and demonstration projects to advance livable & equitable communities throughout the Region.

Framework

The Institute will center its work with an intentional focus on equity and livability, launching programs and transforming systems that create a community where people of all ages, races, incomes and abilities can thrive. The framework for the Institute for Livable and Equitable Communities will be built around the eight domains for Livable Communities outlined by the World Health Organization/AARP and will add a ninth domain critical to our region, Education.

- The Built Environment, Outdoor Spaces & Buildings
- Transportation
- Housing
- Social Participation
- Respect and Social Inclusion
- Civic Participation
- Communication
- Community Support and Health Services
- Education

Structure

The launch of the Institute will be a partnership between MVRPC and The Dayton Foundation (TDF), in full collaboration with and support from Learn to Earn Dayton, The Del Mar Healthcare Fund of The Dayton Foundation, AARP/WHO, and local business, healthcare, non-profit and higher education institutions.
The Institute for Livable & Equitable Communities will have a profound impact on the Greater Miami Valley Region, providing a sustainable framework for strategic initiatives that focus on systems transformation and collective impact in areas ranging from economic development to transportation to education. It also creates the opportunity for substantive partnerships between public and private entities and the community which result in an equitable, attractive, engaging, supportive and sustainable Region for people of all ages, races, incomes and abilities.

1. Scope of Work:

The Miami Valley Regional Planning Commission will provide oversight and administration for functions of the Institute.

Administrative functions include:

- Provide technical direction and program oversight to the Institute;
- Form and support Leadership Advisory Group, Domain Committees, various Work and Focus Groups;
- Coordinate the program with other agencies, area jurisdictions, transportation system operators and other agency divisions (per MOU and formal agreements);
- Manage reporting/documentation of program activities, such as work program preparation, progress reports, and annual reports;
- Administer grant record-keeping and reporting, ensure compliance with grant requirements and sub-recipients; and
- Conduct outreach to inform residents, partner with agencies, and educate communities of the Institute’s purpose and role.

Programming functions include:

- Coordinate research and assemble data;
- Facilitate a robust community engagement process that synthesizes equity and age-friendly issues in the context of each of the nine domains;
- Create a high-level strategic plan which identifies needs, resources, and potential actions for each domain and prioritizes components of initiative;
• Develop metrics to capture impact of equity work; and
• Create opportunities for communities and organizations to implement demonstration projects to advance livable and equitable communities.

The Dayton Foundation will provide advisory, capacity building and fundraising support for the Institute.

• Act as a champion for the work of the Institute
• Serve as convener of critical partners to advance community conversations around equity and livability
• Contribute to community wide engagement and leadership capacity building to sustain the work of the Institute
• Provide guidance and insight, particularly as it relates to funder expectations
• Secure funds for the launch of the Institute as outlined in program budget (Exhibit B)
• Co-operate with MVRPC for the distribution of funds and strategic support of initiatives

A detailed work program, timeline of objectives and annual budget are provided in Exhibit A. MVRPC and TDF will revisit the work program, timeline of objectives and budget no less than annually and make adjustments to contributing functions.

2. Performance Management:

Annual budget, work plan and goals for the Institute will be established by MVRPC in consultation with The Dayton Foundation. Day-to-day performance expectations for the Institute will be managed by MVRPC.

The Dayton Foundation and MVRPC will participate in quarterly performance evaluation meetings to review progress and to establish next steps. Should conflicts with either agency’s policies arise, matters will be resolved on a case-by-case basis to allow both agencies to adhere to their respective missions.
3. **Employee Status:**

   All full-time staff for the Institute will be employed by MVRPC. MVRPC will conduct all recruitment, hiring, training and performance evaluations. Any human resource issues that arise will be addressed by MVRPC.

4. **Location:**

   Office space for the Institute will be hosted at MVRPC. All relevant direct & indirect business support expenses will be included in the Institute annual budget and tracked in actual expenditures using standard fiscal methods.

5. **Procurement:**

   MVRPC shall employ its own procurement procedures, provided said procedures comply with applicable federal and state law and regulations or rules.

6. **Mutual Investment:**

   The Institute is funded by The Dayton Foundation through contributions from private entities and initiative funders and supported by agency personnel currently funded through federal and state funds secured by MVRPC.

   For the terms of this agreement, The Dayton Foundation will make available through this one-year, renewable commitment funds in the amount not to exceed $250,000.00 per year. MVRPC will support the Institute through contributions of staff leadership and office space.

   MVRPC, with support from The Dayton Foundation, will develop a strategic plan for financial and resource sustainability for the Institute beyond the established program budget (Exhibit B).

   MVRPC may be eligible to apply for other Dayton Foundation funding sources. This agreement in no way guarantees additional funding from The Dayton Foundation.
7. Reporting:

MVRPC will provide frequent communications and status reports to The Dayton Foundation in order to facilitate cooperation under this MOU. MVRPC will be responsible for reporting annual interim and final reports on January 31 and July 31, respectively, to The Dayton Foundation.

8. Payment:

The Dayton Foundation will provide quarterly grants to MVRPC to be used per agreed upon annual budget and work plan, beginning with the effective start date.

9. Separate Accounting:

MVRPC will account separately from other revenues received and expenditures made for all funds received and expenditures made in support of the Institute. This includes the creation and consistent use of unique time accounting codes for personnel expenditures.

10. Required Notification:

Immediate notification to The Dayton Foundation is required of any change in MVRPC’s ability to meet the terms of this agreement. Likewise, The Dayton Foundation will notify MVRPC immediately of any impending changes to the resources available to support the Institute.

11. Reasonable Access for Evaluation:

Upon request, MVRPC will release to The Dayton Foundation all records and data necessary for financial audits, verification or program evaluations. MVRPC will maintain all records associated with the performance of this agreement for a period of no less than three years from the date of final payment.

12. Advisory Council:

MVRPC and The Dayton Foundation will jointly form an Advisory Council/s to guide the work of the Institute. The Advisory Council/s may be comprised of a
representatives from MVRPC Board, MVRPC Staff, The Dayton Foundation’s Governing Board, Dayton Foundation Staff, the Equity Design Team and representatives from key community stakeholders.

13. Publicity:

The Dayton Foundation and MVRPC will be acknowledged in all media communication, public announcements or printed materials related to the Institute. Both parties must mutually approve of all media statements and publicity for the work related to the Institute.

14. Assurances:

Each party to this MOU assures and represents that it:

a. Has all requisite power and authority to execute this MOU;
b. Will comply with all the terms of the Accepted Proposal and all applicable laws and regulations in order to accomplish the responsibilities specified in this MOU and to ensure the success of the Accepted Proposal.

15. Insurance:

MVRPC shall maintain and pay for Commercial General Liability Insurance, broad form property damage and personal injury and products/completed operations coverages occurring out of obligation set forth in this MOU. MVRPC shall deliver to The Dayton Foundation within five business days after the effective date of this Agreement and on or before each renewal period, original certificates of insurance as evidence of coverage with limits of at least $1,000,000. SAID POLICIES AND CERTIFICATES SHALL INCLUDE THE DAYTON FOUNDATION AS AN ADDITIONAL INSURED.

16. Indemnity and Hold Harmless:

MVRPC shall fully indemnify, defend and hold harmless The Dayton Foundation, its officers, directors, employees, agents, volunteers, subsidiaries, affiliates, representatives, successors and assigns from and against any and all claims, allegations, suits, damages, liabilities, losses, expenses, costs, including reasonable attorney’s fees, or amounts payable under any judgment, verdict, court order or settlement resulting from or arising out of any damages suffered by any of them or any third party due to (i) the agency’s and/or its employee’s,
agent’s, or personnel’s negligence, tortious or illegal activity or conduct; (ii) any death or injury to any persons or any damage to any property caused by or arising out of any conduct, acts, or omissions of MVRPC and/or its employees, agents or personnel; or (iii) any breach by MVRPC of any of its representations, covenants, or obligations.

Likewise, The Dayton Foundation shall fully indemnify, defend and hold harmless MVRPC, its officers, directors, employees, agents, volunteers, subsidiaries, affiliates, representatives, successors and assigns from and against any and all claims, allegations, suits, damages, liabilities, losses, expenses, costs, including reasonable attorney’s fees, or amounts payable under any judgment, verdict, court order or settlement resulting from or arising out of any damages suffered by any of them or any third party due to (i) the foundation’s and/or its employee’s, agent’s, or personnel’s negligence, tortious or illegal activity or conduct; (ii) any death or injury to any persons or any damage to any property caused by or arising out of any conduct, acts, or omissions of The Dayton Foundation and/or its employees, agents or personnel; or (iii) any breach by The Dayton Foundation of any of its representations, covenants, or obligations.

17. Effective Date/Duration/Termination:

This MOU, and the obligations to which it pertains, will be effective as of January 10, 2020 unless modified in writing before that date. This agreement represents a one-year, renewable commitment. The effective start date for the Institute is July 1, 2019, and upon effective date of this agreement MVRPC may include allowable expenditures which occurred on or following the effective start date.

Each party has the right to terminate this MOU without cause upon 90-days written notice of termination sent to the other. Either party may terminate this MOU without notice in the event of a breach by the other which breach is not cured within ten (10) days after written notice thereof is given. MVRPC shall be reimbursed for all services rendered up to the date of termination.

18. Governing Law, Dispute Resolution and Limitation of Liability:

All questions concerning the validity, operation, interpretation, and construction of this MOU, and all claims that relate to, pertain to or arise out of this MOU or the parties obligations or performance hereunder, will be governed by and determined in accordance with the substantive laws of the State of Ohio and the
Federal laws of the United States, without giving effect to the conflict of law provisions thereof. Any dispute or claim that arises out of, relates to or pertains to this MOU or the parties' obligations or performance hereunder shall first be submitted to the MVRPC Executive Committee and TDF Board for resolution. If no resolution is agreed upon then the dispute or claim should be submitted to mediation where the parties shall in good faith attempt to resolve their dispute. The parties shall equally divide mediation fees, if any. If no settlement is achieved through mediation, or if the parties cannot in good faith agree on a mediator, claims must then be resolved by way of arbitration, before a single arbitrator. The arbitration shall be held in Dayton, Ohio, with the arbitrator chosen and the arbitration proceedings conducted pursuant to the American Arbitration Association’s Commercial Arbitration Rules.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this MOU, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

19. Integration:

This MOU represents the complete and exclusive statement of agreement respecting the subject matter hereof and supersedes and renders null and void any and all agreements and proposals (oral or written), understandings, representations, conditions, and other communications between the parties relating hereto and shall constitute the only valid binding and enforceable agreement between them. This MOU may be amended only by a subsequent writing that specifically refers to this MOU.

The Dayton Foundation

Miami Valley Regional Planning Commission

______________________________  ________________________________

Dated  Dated
EXHIBIT A
Institute for Livable & Equitable Communities Program Summary*
* fluid document with position titles, program components and initiative names subject to change as a result of funding or stakeholder and leadership feedback

PURPOSE

The Institute for Livable & Equitable Communities at the Miami Valley Regional Planning Commission (MVRPC) will convene critical private and public sector partners from all sectors and be the central point of coordination for a long-term, multi-faceted effort to address nine domains proven to enhance livability and equity in communities.

The Institute will coordinate research and assemble data; lead a robust community engagement process to facilitate a high-level strategic plan which identifies assets, needs, resources and potential actions for each domain; secure grants and alternative funding; leverage the Region’s resources for collective impact; and create the opportunities for communities and organizations to implement an ever evolving range of aligned strategies and demonstration projects to advance livable & equitable communities throughout the Region.

The Institute will deliberately focus on two core dimensions: advancing equity and developing age friendly communities. In both core dimensions, the Institute will serve as a catalyst and incubator for initiatives that transform systems in order to create an environment where access to opportunity is abundant and where people of all ages, races, incomes and abilities can thrive.

FRAMEWORK

The framework for the Institute for Livable and Equitable Communities will be built around the eight domains for Livable Communities outlined by the World Health Organization/AARP and will add a ninth domain critical to our region, Education.

The Institute will regularly convene key stakeholders in each domain in order to create synergy and collective impact. Through consistent coordination within and between the domains, the Institute will consider how collaborative efforts can be mobilized to directly address racial equity and the creation of age friendly communities.

The Built Environment / Outdoor Spaces & Buildings: People need well-maintained and safe public places to gather — indoors and out.

Transportation: Access to transportation is a powerful determinant of access to opportunity and independence.

Housing: Affordable and desirable housing options, in safe and desirable neighborhoods.

Social Participation: Lack of access to opportunity can result in extreme desperation and loneliness, often as debilitating a health condition as having a chronic illness or disease.

Respect and Social Inclusion: Communities that embrace diverse and intergenerational interactions and learning foster cultures of mutual respect and value of contributions.
Employment & Contribution of Skills: All individuals should have the opportunity to work for pay, volunteer their expertise and engage in civic life in a way that is meaningful to them and a benefit to their community.

Communication: Expansion of access to technology and dissemination of information through a wide variety of traditional and digital means ensures that all members of the community are informed of matters that impact them.

Community Support and Health Services: Access to quality, affordable health services and wrap-around community support systems are vital.

Education: A commitment to learning, beginning at an early age and continuing through all stages, is essential to developing a strong workforce and ensuring the long-term economic viability of our region.

STRUCTURE

The launch of the Institute will be a partnership between MVRPC, The Dayton Foundation, the Del Mar Healthcare Fund of The Dayton Foundation, AARP/WHO, Learn to Earn Dayton and local business, healthcare, non-profit and higher education institutions.

MVRPC realigned existing, currently funded administrative and programmatic roles within the organization in order to become home to the Institute. The Institute Manager will build upon the agency’s work in the areas of human service transportation coordination, transportation planning, regional planning, data and research, and public engagement. The Institute will cross all MVRPC’s areas of technical expertise and all member organizations in order to leverage funding, collaboration and collective impact.

MVRPC is the ideal home for the Institute, as the agency serves as the regional planning commission for Montgomery, Miami, Greene, Preble and Darke Counties, plus a portion of Northern Warren County. It is governed by a 78-member board of directors representing counties, cities, townships and villages in the region, plus associate members including universities, Greater Dayton Regional Transit Authority, Dayton Metro Library, park districts, utility providers and other planning and development entities.

MVRPC’s work, combined with that of their members, touches all domains of Livable/Age Friendly Communities, and MVRPC has been working on the issue of equity for years, including creating the Miami Valley Equity Regional Profile with the Kirwan Institute at Ohio State University and leading initiatives to expand transportation alternatives for older adults.
EQUITY DIMENSION

Summary

The Institute will work within each of the framework domains and in partnership with communities and organizations throughout the Region on equity outcomes such as (though not limited to) the following:

- Establish a shared vision, common equity goals, and a defined strategy for Regional equity efforts
- Bring together in a collaborative way key stakeholders to identify a community strategy and equity action steps
- Find ways to celebrate and institutionalize equity best practices
- Develop and implement an approach to scale equity efforts to additional cities, institutions and corporate partners in order to create a “culture of equity” and to accomplish Systems Transformation
- Use data to identify the most appropriate approaches to address equity issues
- Identify salient equity issues and performance metrics that need to be addressed
- Ensure that all the relevant data for addressing the equity issues associated with underserved populations are available, especially as related to the targeted sectors
- Identify a cohort of equity facilitators in each domain so that there is cross-sector agreement about what engagement around equity should entail within the different participating partner organizations and that will represent a reliable and reputable community of professionals devoted to diversity work
- Identify partners in each domain who will serve as “early adopters” for exploring how to address institutional policies and practices that are contributing to or exacerbating inequities within their organizations and their systems
- Convene a critical mass of cross-sector leaders to experience the same equity trainings, resulting in shared understanding about what equity means to community leaders and requires of community organizations
Leadership

Within the Institute, the Equity Dimension will be led by a new, full-time Regional Equity Initiative Manager who works exclusively to advance these outcomes and support initiatives that address equity across all domains and in communities throughout the Region.

The Manager will serve as MVRPC’s Agency’s Title VI leader and expert in diversity, inclusion and equity. The Equity Planner will be responsible for complex projects and activities that require a high degree of specialized knowledge in policies, practices, and data analysis relating to social justice and systemic inequities. This position will provide leadership to transform systems throughout the Region and within the organization, and technical guidance for internal and external equity, diversity, and inclusion-based initiatives.

There will also be a Del Mar Encore Fellow committed to equity work. Both the Equity Manager and the Del Mar Encore Fellow will work collaboratively with other Institute staff as well as the entire MVRPC and The Dayton Foundation teams to further the mission and purpose of the Institute.

AGE-FRIENDLY / LIVABLE COMMUNITIES DIMENSION

For nearly a decade, the Del Mar Fund of The Dayton Foundation has supported programs and initiatives aimed at improving the lives of older adults in the Dayton region. It has funded responsive grant-making; collaborative programs among nonprofits through the Social Innovation awards; and assigned highly skilled, recently retired professionals to nonprofits to work on key community issues through the Del Mar Encore Fellows Initiative. It has helped to begin to change the conversation about aging in our community, underscoring the value of ensuring that the vast amount of experience, wisdom and energy embodied in older adults remain engaged in addressing our challenges and opportunities.

In order to encourage communities and organizations in the Miami Valley to support efforts to create age-friendly policies, places and programs, the Institute will focus on outcomes such as (though not limited to) the following:

- Coordinate with AARP and other partners around age-friendly communities objectives
- Initiate process to formally join Age-Friendly Network with AARP / WHO, solidifying the focus on livability for all ages
- Build a coalition of key allies and participants; educating the community about the value and potential impact of creating an age-friendly, livable community
- Coordinate research and assemble data around the nine domains
• Comprehensive Strategic Planning Process with deliberate engagement of critical community partners and the public to consider the elements of livability and equity in the framework of the nine domains

• Leverage the region’s resources for collective impact

• Create the structure and opportunities for communities and organizations to implement an ever-evolving range of demonstration projects to advance age-friendly communities throughout the region

• Conduct and facilitate trainings to enhance the preparedness of agency staff, member jurisdictions and partners to advance the work of the Institute through the lens of livability and equity

• Create network of critical partners through attendance at relevant meetings, conferences, and community events

• Facilitate a robust engagement process that synthesizes equity and age-friendly issues in the context of each of the nine domains

Leadership

The Institute Manager will lead the Age-Friendly Communities Core Dimension.

There will also be a Senior Transit Coordinator and a Del Mar Encore Fellow committed to age-friendly work. Both the Senior Transit Coordinator and the Del Mar Encore Fellow will work under the direction of the Institute Manager and collaboratively with other Institute staff as well as the entire MVRPC and The Dayton Foundation teams to further the mission and purpose of the Institute.

CONCLUSION

The Institute for Livable & Equitable Communities will have a profound impact on the Greater Miami Valley Region, providing a workable framework for numerous community initiatives, ranging from economic development to transportation to education. It also creates the opportunity for substantive partnerships between public and private entities, resulting in an equitable, attractive, engaging, supportive and sustainable community for people of all ages, races, incomes and abilities.
### Annual Revenue Projections by Source

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### Annual Expense Projections with Source

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