

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS
MEMORANDUM OF UNDERSTANDING (MOU)
WITH
OFFICE OF ECONOMIC DEVELOPMENT & INTERNATIONAL
TRADE (OEDIT) FOR THE SPACE TO CREATE PROJECT**

I. PURPOSE & SCOPE

The purpose of this MOU is to clarify identify the roles and responsibilities of each party as related to the Space to Create Project.

In particular, this MOU is intended to:

- Establish the responsibilities of all parties
- Clarify the roles of the Space to Create program for all parties
- Outline the purpose and scope for the agencies involved with this program

II. BACKGROUND

This MOU is entered into by and between the Department of Local Affairs (hereinafter called “DOLA”), and the Office of Economic Development & International Trade (OEDIT), who may collectively be called the “Parties” and individually a “Party”, both of which are agencies of the STATE OF COLORADO, hereinafter called the “State”.

The Department of Local Affairs (DOLA) distributes discretionary grants to local government through state funds made available through the following Funds:

- Energy and Mineral Impact Assistance Fund (EIAF) (C.R.S 39-29-110, C.R.S. 34-63-102)
- Rural Economic Development Initiative (REDI) (Subject to Annual General Fund Appropriation).

The Space to Create (S2C) program creates a consultation process whereby state agencies involved with projects affecting properties to help communities with blending historic preservation, affordable housing, and downtown redevelopment targeting the creative industries as the fulcrum for vitality. Communities are developing affordable live, work and community spaces for entrepreneurs in the creative industries; and OEDIT and DOLA (the Parties) desire to enter into a contractual agreement setting forth a process for S2C community selection, technical assistance and funding

III. DOLA and OEDIT’s RESPONSIBILITIES UNDER THIS MOU

The purpose of this MOU is to allow the Parties to jointly agree to provide financial and technical assistance through the Space to Create Colorado initiative (S2C) program the purpose of which is to help communities with blending historic preservation, affordable housing, and downtown redevelopment targeting the creative industries as the fulcrum for vitality. Communities are developing affordable live, work and community spaces for entrepreneurs in the creative industries.

In particular, this MOU is intended to:

Establish and clarify the roles and responsibilities for the Parties, and with the Space to Create Program. including the following program services:

IV. DOLA and OEDIT's RESPONSIBILITIES UNDER THIS MOU

DOLA and OEDIT shall undertake the following activities:

Pre-Community Selection Planning:

- Periodically hold joint meetings with local officials in selected regions in the state to discuss the S2C program. This will be initiated by the Colorado Creative Industries S2C Program Director.
- Meet quarterly to discuss program funding and the next region selection for the program, including planning and financial assistance.
- Jointly present at conferences such as Colorado Counties Incorporated (CCI), Colorado Municipal League (CML), American Planning Association (APA), etc.
- Review this MOU annually; update as necessary based on the review and lessons learned from action reports.

Initiating Program Support:

- Contact each other upon word of a community looking to apply for S2C, and the impacts or ability to achieve the outcomes for the program.
- Work with community stakeholders to determine the community's commitment and funding availability for the community.
- Schedule a meeting with community leadership (commissioners, council or board members, administrators, and department heads) to discuss the requirements of the program process, local commitment and funding, and identify initial local needs.

Identification and Agreement of Eligible Communities: OEDIT/Colorado Creative Industries Division, in collaboration with DOLA, will provide a list of eligible communities for S2C. Written criteria used to select the community will be developed jointly between Parties. Applicants and OEDIT/CCI are required to consult with DOLA Regional Managers prior to making a grant application. Eligible communities will then submit a letter of intent, outlining the economic and community development strategies and priorities to ensure communities have:

- The capacity,
- Community-wide interest and support to successfully complete a S2C Project.
- Reporting and other Coordination Efforts:

- Upon completion of an award to a community for S2C, in cooperation with the community, DOLA and OEDIT will participate in the monthly and yearly reporting of the program to management.

Grant Assistance;

The Parties may provide discretionary funds/grants to S2C awarded communities (using cooperatively developed grant process criteria and program policies) to fund the following eligible opportunities;

- Market demand and feasibility studies to ascertain if this is the right process for individual communities
- Public engagement within the community
- Coordination and collaboration with supporting agencies and stakeholders including entering into cooperative agency relationships or MOU's
- Infrastructure planning, development, and /Feasibility, construction and funding:
- Economic development, business development, and creative industries technical assistance
- Developing local land use or related plans
- Housing pre development and development, tax credit assistance
- Hiring consultants to perform analyses of local government interests
- Implementing similar methods to improve coordination, cooperation and collaboration
- Economic development/business development technical assistance, feasibility, engagement and funding:Affordable housing and work space

VI. DOLA'S RESPONSIBILITIES UNDER THIS MOU

DOLA shall undertake the following activities:

Staffing: DOLA will assign a staff lead for this initiative to provide leadership and coordination within DOLA including EDO, DLG and DOH, to participate in any and all meetings of S2C; to participate in any marketing efforts, events, tours, and panels and support in other ways not yet defined to achieve program success.

DOLA-DLG will utilize REDI and Regional Managers to provide technical assistance to local communities interested in the S2C program. They will participate in the selection process of communities to participate in the S2C program, will assist in the marketing of the program, and will assist the awarded community in finding funding through various federal, state, local and non-profit sources. The DOLA staff will work with the OEDIT Program Director to provide technical assistance to selected communities.

Funding:... While the DOLA-DLG programs by Statute are awarded at the discretion of the DOLA Executive Director, the grant programs which have s2c eligibility, have policies and procedures for applications, criteria, selection and recommendations processes. While funding is not guaranteed for Space to Create (not set aside for future grants) It is the intent of DOLA - DLG to provide funding to selected Space to Create communities when applicable.

VII. OEDIT'S RESPONSIBILITIES UNDER THIS MOU

OEDIT shall undertake the following activities:

Staffing: The OEDIT/CCI will assign a Program Director for the S2C program, this employee will be supervised in the OEDIT/CCI Denver office. OEDIT/CCI agrees to discuss and consult with DOLA prior to making any determinations on the Program Director. OEDIT/CCI also agrees to provide at its own cost, program management and oversight for public entity grants through the life of the program.

Strategy: The Program Director will develop and get approval from the Parties for the strategy for the S2C program including measurable outcomes and focusing on actions and selection of communities for S2C which will drive the most effective growth in a community, getting buy-in and support, and maximize leverage of resources.

Process: Communities selected as finalists will then be invited by OEDIT/CCI to submit a full application for review. The S2C Committee will select the community to be awarded the S2C Initiative.

The selected S2C community will seek funding to conduct a feasibility study and art market analysis to ensure the project can be successful for the community.

OEDIT/CCI will work with the community that will have unique complex circumstances and opportunities which will require a blend of technical assistance and funding needed for the success of the S2C program.

Technical Assistance; The S2C Program Manager will work in partnership with DOLA Regional Manager to provide technical assistance to S2C communities and support improved coordination and participation in decision-making processes for communities. OEDIT/CCI will continue to work with DOLA and the Regional Managers on the selection process, funding, and technical assistance offered by the program.

VIII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT :

The rights and obligations of each Party hereunder are personal to such Party and may not be transferred, assigned or subcontracted without the prior, written consent of the other Party.

Term-Work Commencement

The Parties respective performances under this Agreement shall commence on the later of the Effective Date or **April X, 20XX**. This Agreement shall terminate on **December xx, 20XX** unless sooner terminated or further extended as specified elsewhere herein.

Either Party may terminate this Agreement by giving the other Party 30 days prior written notice setting forth the date of termination. Upon termination the liabilities of the Parties for future performance hereunder shall cease, but the Parties shall perform their respective obligations up to the date of termination.

IX EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of DOLA's and OEDIT's authorized officials. It shall be in force from _____ to _____.

DOLA and OEDIT indicate agreement with this MOU by their signatures.

Signatures and dates

Stephanie Copland, OEDIT Ex Dir.

Date

Irv Halter, DOLA Executive Director

Date