

MEMORANDUM OF UNDERSTANDING
BETWEEN DESIGNATED LOCAL GOVERNMENT AGENCIES
AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,
ACTING AS LEAD MEMBER,
FOR THE PURPOSE OF APPLYING AS A CONSORTIUM
FOR AND ADMINISTERING FUNDS MADE AVAILABLE UNDER
THE NEIGHBORHOOD STABILIZATION PROGRAM 2
OF THE
AMERICAN RECOVERY AND REINVESTMENT ACT, 2009

This Memorandum of Understanding (MOU) dated June 25, 2009, for reference purposes only, by and between the Department of Housing and Community Development, a public agency of the State of California (the "Lead Member"), and the following local governmental agencies (collectively referred to as the "Consortium Members") is entered into for the purpose of applying as a consortium for and administering funds made available under the Neighborhood Stabilization Program 2 (NSP2) of the American Recovery and Reinvestment Act, 2009 (ARRA):

City of Delano, City of Hanford, City of Madera, City of Merced, City of Oceanside, City of Porterville, City of Shasta Lake, City of Taft and County of Kings

(This page left blank intentionally for list of consortium members in final agreement to be sent to HUD.)

RECITALS

WHEREAS, the federal Department of Housing and Urban Development (HUD) has issued a Notice of Funding Availability (NOFA) for NSP2 dated May 4, 2009 (Docket No. FR-5321-N-01), which permits applications from consortia; and

WHEREAS, the NOFA requires that a "consortium agreement" containing those provisions required by the NOFA, and executed by all consortium members, be submitted with the application for NSP2 funds; and

WHEREAS, if an application is approved for funding, the NOFA requires consortium members to enter into a subsequent "consortium funding agreement;" and

WHEREAS, the Consortium Members are ready, willing and able to enter into a consortium; and

WHEREAS, the Consortium Members desire to cooperatively implement program activities as described in the application for NSP2 funds; and

WHEREAS, the Consortium Members are ready, willing and able to implement such activities,

NOW THEREFORE, in consideration of the promises, covenants and obligations contained herein, the parties agree as follows:

1. **BASIC OBJECTIVES:** The Consortium Members agree to work cooperatively in implementing the program activities as described in their application for NSP2 funds in connection with the NOFA, as approved by HUD.
2. **TERM OF MOU:** This MOU shall become effective on the date the Lead Agency signs the application for NSP2 funds and shall end on July 31, 2013 unless such time is extended by written agreement of the parties. The term of this MOU and the provisions herein shall automatically be extended to cover any additional time period during which any Consortium Member remains in control of NSP2 funds or other NSP2 assets, including program income, resulting from the Consortium's NSP2 program.
3. **APPOINTMENT OF LEAD MEMBER:** The Consortium Members, and each of them, hereby appoint the Department of Housing and Community Development, a public agency of the State of California to serve as Lead Member of the Consortium.
4. **RESPONSIBILITIES OF LEAD MEMBER:** The Lead Member assumes the responsibility of acting in a representative capacity for all Consortium Members as required by HUD in the NOFA. The Lead member further assumes overall responsibility for ensuring that the Consortium's NSP2 program is carried out in compliance with all NSP 2 requirements.

5. **FUNDING AGREEMENTS:** Provided that the Consortium's NSP2 application is deemed fundable by HUD, the Consortium Members, and each of them, hereby agree to execute a Consortium Funding Agreement, as required by the NOFA, no later than December 1, 2009.

6. **MAINTENANCE AND EXAMINATION OF RECORDS:** Each Consortium Member assumes the responsibility of maintaining such records as are required by HUD and as are necessary for the Lead Member to ensure compliance of the Consortium's NSP2 program with all applicable requirements and with the Consortium's NSP2 application. The Consortium Members agree that any duly authorized representative of the Lead member shall, until the expiration of five (5) years after the expiration of this MOU, or such longer period as may be required due to an audit finding, upon reasonable notice, have access to and the right to examine any books, documents, papers and records of the Consortium Members, involving transactions related to the NSP2 program. The Department's Internal Auditor is authorized to carry out an internal audit of any NSP2-assisted activity.

7. **ENVIRONMENTAL REVIEW PROCEDURES:** Each Consortium Member is hereby authorized to assume all responsibility for environmental review, decision-making, and action for proposed projects within its jurisdiction on behalf of the Consortium in accordance with the requirements of 24 CFR Part 58.

8. **LEGAL AUTHORITY:**

A. Each Consortium Member assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this MOU.

B. The persons signing and executing this MOU on behalf of Consortium Members do hereby represent and warrant that he/she is or they have been fully authorized by their respective Consortium Member to execute this MOU on behalf of the Consortium Member and to validly and legally bind the Consortium Member to all the terms, performances and provisions herein set forth.

9. **COUNTERPARTS:** This MOU may be executed in multiple counterparts so that the signatures appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed MOU. Signatures transmitted by facsimile shall be deemed original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

As Consortium Member and as Lead Member (State)

By:  _____

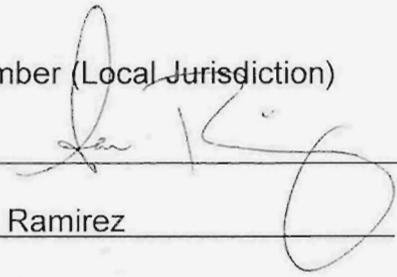
Name: _____

Its: _____

CITY OF DELANO AGREEMENT No. 2009-47
MEMORANDUM OF UNDERSTANDING

BETWEEN DESIGNATED LOCAL GOVERNMENT AGENCIES AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, ACTING AS LEAD MEMBER, FOR THE PURPOSE OF APPLYING AS A CONSORTIUM FOR AND ADMINISTERING FUNDS MADE AVAILABLE UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM 2 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT, 2009

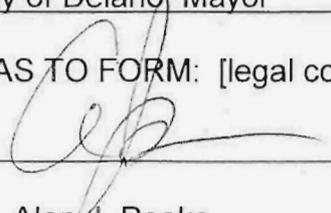
As Consortium Member (Local Jurisdiction)

By:  _____

Name: Sam Ramirez

Its: City of Delano Mayor

APPROVED AS TO FORM: [legal counsel]

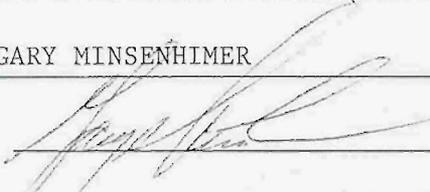
By:  _____

Name: Alan J. Peake

Its: City Attorney

As Consortium Member (Local Jurisdiction)

By: GARY MINSINHIMER

Name: 

Its: CITY MANAGER City of Hanford

APPROVED AS TO FORM:

[legal counsel]

3. Sign Funds Requests and other required reporting forms.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

As Consortium Member and as Lead Member (State)

By: _____

Name: _____

Its: _____

The foregoing Resolution was approved on a motion by Supervisor Barba, seconded by Supervisor Fagundes, at a regular meeting of the Kings County Board of Supervisors held on the 7th day of July, 2009, by the following roll call vote:

AYES: Supervisors Barba, Fagundes, Oliveira, Neves
NOES: None
ABSENT: Supervisor Valle
ABSTAIN: None

APPROVED:



Joe Neves, Chairman
Kings County Board of Supervisors

WITNESS my hand and seal this 7th day of July 2009



Rhonda Bray, Deputy Clerk of Said Board Supervisors

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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

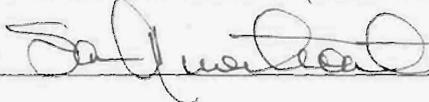
As Consortium Member and as Lead Member (State)

By: _____

Name: _____

Its: _____

As Consortium Member (Local Jurisdiction)

By: 

Name: Sam Armentrout

Its: Mayor, City of Madera



APPROVED AS TO FORM:



Richard K. Denhalter, City Attorney,

7/9/09

CITY OF MERCED
A California Charter Municipal Corporation

BY: John M. Bramble
City Manager

ATTEST:
CITY CLERK

BY: [Signature]
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Ken Byrd 6/27/09
City Attorney Date

²⁹⁰¹⁷⁶
ACCOUNT DATA:

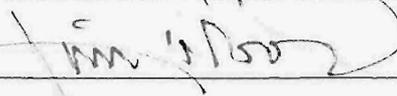
BY: [Signature]
Verified by Finance Officer

NO Funds to encumber. MRN

MR # 14337 02

7/2/09

As Consortium Member (Local Jurisdiction)

By: 

Name: Jim Wood

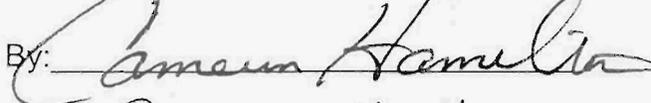
Title: Mayor, City of Oceanside, California

APPROVED AS TO FORM:

APPROVED AS TO FORM OCEANSIDE CITY ATTORNEY 
BARBARA L. HAMILTON Assistant City Attorney

As Consortium Member (Local Jurisdiction)

By:

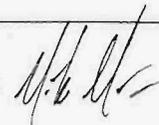


Name: Cameron Hamilton

Its: Mayor

City of Porterville

APPROVED AS TO FORM:



Michael Maurer, Deputy City Attorney

[legal counsel]

As Consortium Member (Local Jurisdiction)

By: Carol Martin, City Manager

Name: City of Shasta Lake

Its: Carol Martin

APPROVED AS TO FORM:

John Sullivan Kenny, City Attorney

A large, stylized handwritten signature in black ink, appearing to read "J.S. Kenny", is written over a horizontal line.

Its: City of Taft As Consortium Member (Local
Jurisdiction)

By: 

Name: Dave Noerr

Its: Mayor

APPROVED AS TO FORM:

Kathy Gibson, Attorney

