

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SELF-HELP ENTERPRISES
AND
TULARE COUNTY**

This Memorandum of Understanding (MOU) will serve to describe a framework between **SELF-HELP ENTERPRISES (SHE)** and the **TULARE COUNTY (COUNTY)**, collectively (**PARTIES**), for the application for Infill Infrastructure Grant (IIG) funds by **SHE** for the purpose of constructing infrastructure associated with the Sequoia Commons II affordable housing project.

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as “HCD”) has issued a Notice of Funding Availability (“NOFA”) for the Infill Infrastructure Grant Program established under the Housing and Emergency Shelter Trust Fund Act of 2006 (Proposition 1C) pursuant to the Infill Infrastructure Grant Program established Part 12 of Division 31 of the Health and Safety Code, commencing with Section 53545.12. Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature, subject to the terms and conditions of the statute and the Infill Infrastructure Grant Program Guidelines of 2019 implemented on July 31, 2019; and

WHEREAS, SHE and the COUNTY wish to apply for and receive an allocation of funds through the Infill Infrastructure Grant Program; and

WHEREAS, the COUNTY and SHE will apply as co-applicants in conjunction with the 60-unit affordable rental housing project being developed by SHE southwest of Rd. 76 and Riggin in Goshen, known as Sequoia Commons II; and

WHEREAS, SHE is only eligible apply for IIG funds if the County is a co-applicant; and

WHEREAS, the IIG funds can be utilized for the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvements of water, sewer, or other utility service improvements and relocation; street, road, and bridge construction and improvement; facilities that support pedestrian or bicycle transit; traffic mitigation devices, such as street signals; site clearance, grading, preparation and demolition; sidewalk or streetscape improvements Storm drains, stormwater detention basins, culverts, and similar drainage features.

NOW THEREFORE, SHE and COUNTY mutually agree as follows:

1. SHE and the COUNTY will apply as joint applicants for IIG funding in conjunction with the Sequoia Commons II project.

2. SHE will facilitate the preparation and compiling of all application materials. The COUNTY shall be responsible for providing a resolution, the required legal disclosures and forms, and information on pro-housing policies in the County. SHE will prepare all other materials.
3. SHE will take sole responsibility for administration of the IIG grant, including all reporting, contracting, construction, compliance and other implementation as required for the successful utilization of IIG funds.
4. SHE will indemnify the COUNTY for all work associated with the IIG grant.
5. SHE will name the COUNTY as an additional insured for all work associated with the IIG grant.
6. SHE will ensure the General Contractor hired to construct the IIG improvements meets the COUNTY's insurance requirements and the work includes a 100% performance, labor and materials bond.
7. SHE understands the COUNTY's involvement in the IIG grant is subject to review and approval of the Standard Agreement issued by HCD for use of the IIG funds.

The **PARTIES** are in Agreement on this date of March 31st, 2020.

Tulare County

Name: _____

Title: _____



Thomas J. Collishaw
Self Help Enterprises
President / CEO