

**Joint Agreement Between the County of El Dorado  
and the City of South Lake Tahoe Regarding Application for  
Neighborhood Stabilization Program Grant Funds**

This Joint Agreement (“AGREEMENT”) is entered into this \_\_\_ day of June, 2009, by and between the County of El Dorado (“COUNTY”) and the City of South Lake Tahoe (“CITY”).

**Recitals**

WHEREAS, the Neighborhood Stabilization Program (NSP) was developed by the U.S. Department of Housing and Urban Development (HUD) to implement a portion of H.R. 3221, the Housing and Economic Recovery Act of 2008 signed into law on July 30, 2008; and

WHEREAS, State NSP funds provide grants to local jurisdictions to: (1) establish financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, including such mechanisms as soft-seconds, loan loss reserves, and shared-equity loans for low-, moderate- and middle income homebuyers; (2) purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties; (3) establish land banks for homes that have been foreclosed upon; (4) demolish blighted structures; and (5) redevelop demolished or vacant properties; and

WHEREAS, all activities funded by the NSP must benefit low- and moderate-income people whose income does not exceed 120 percent of area median income, and

WHEREAS, COUNTY and CITY desire to promote affordable housing units in our communities and have certain residential properties that are either currently in foreclosure, or in the process of foreclosure that create a negative economic impact on both COUNTY and CITY by lowering property values and weakening communities throughout the County and City; and

WHEREAS, CITY is eligible to receive an allocation of One Hundred Twenty-Six Thousand Five Hundred and Sixty Eight Dollars (\$126,568.00) from the State of California’s NSP under a joint application with the County; and

WHEREAS, COUNTY is also eligible to apply for funds in excess of One Million Dollars from NSP; and

WHEREAS, the State of California’s Housing and Community Development Department’s Substantial Amendment to its Annual Plan Update for the 2005-2010 Consolidated Plan established the Neighborhood Stabilization Program which requires units of general local government who are eligible for State NSP funds in amounts less than One Million Dollars (\$1,000,000.00) and located in the same County to create joint agreements in order to reach the minimum dollar threshold and allows a County and a City located within the same county to be joint recipients of said grant funds; and

WHEREAS, COUNTY and CITY do hereby desire to enter into a Joint Agreement to submit a joint grant application for funds of which the CITY is requesting the maximum amount allocated to it from the State of California's Neighborhood Stabilization Program.

### **Agreement**

NOW, therefore, it is hereby agreed by and between the COUNTY and CITY:

1. COUNTY and CITY do hereby agree that they will make a joint application for a grant in the maximum amount allocated to both jurisdictions from the State of California's Neighborhood Stabilization Program.
2. COUNTY will be the lead entity and the direct grant recipient.
3. If the application for grant funding is approved the COUNTY and CITY hereby agree to use the State NSP funds to carry out eligible activities in accordance with the required State and Federal NSP statutes and regulations.
4. Upon receipt of initial grant funds the COUNTY, as the lead entity, will release to the CITY, as the subrecipient, the full amount allocated by the State to the CITY, of One Hundred Twenty-Six Thousand Five Hundred and Sixty Eight Dollars (\$126,568.00).
5. This Joint Agreement complies with the State of California's NSP requirements.
6. COUNTY, as lead entity, is responsible for ensuring that NSP regulations and requirements are complied with during the grant administration period not to exceed two years and after grant closeout.
7. All NSP program income will belong to the COUNTY'S NSP, even if said income is generated from activities undertaken within or by the CITY.
8. This Joint Agreement will remain in effect until the State NSP funds and program income received are expended and the funded activities are completed including all audit and reporting activities as required by the State.
9. Neither COUNTY nor CITY may terminate or withdraw from this Joint Agreement while it remains in effect.
10. COUNTY and CITY will take all actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

11. All NSP funds must be used in such a manner as to affirmatively further fair housing in the CITY and COUNTY and cannot impede COUNTY actions to comply with its fair housing certification.

12. The cooperating units of general local government (COUNTY and CITY) shall adopt and enforce:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within jurisdictions.

13. No party to this Joint Agreement may veto or provide any other restriction that would allow for the obstruction of the implementation of the approved State NSP application during the period covered by COUNTY and CITY's NSP agreement with the State of California.

14. Pursuant to 24 Code of Federal Regulations (CFR), Section 570.501(b), COUNTY, as lead entity, is subject to same requirements applicable to subrecipient CITY, including the requirement of a written agreement as described in 25 CFR 570.503.

15. COUNTY and CITY agree to satisfy all requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), and that for each project assisted with NSP funds, COUNTY and CITY shall identify and designate either COUNTY or CITY as the lead entity for the purpose of complying with these Acts.

COUNTY OF EL DORADO

CITY OF SOUTH LAKE TAHOE

By: \_\_\_\_\_  
Ron Briggs, Chairman  
El Dorado County Board of Supervisors  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Birdwell, Mayor  
Dated: \_\_\_\_\_

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