

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF CHULA VISTA
DEPARTMENT OF DEVELOPMENT SERVICES (HOUSING DIVISION)
AND
[ENTER DEPARTMENT HERE]

This Memorandum of Understanding (MOU) is entered into this 12th day of May, 2015 between the Development Services Department Housing Division (DSD-HD) and [ENTER DEPARTMENT HERE] to work together toward the mutual goal of providing services to low and moderate income areas in the City of Chula Vista.

DSD-HD is the Grantee administrator for the City of Chula Vista receipt of federal Community Development Block Grant (CDBG) program funds (CFDA No. 14.218). The City Council allocated CDBG program funds for a City project as described in Attachment A - "Scope of Work" (the Project). These funds are available for an eligible activity (570.201(c)) are to be used for [ENTER TYPE OF PROJECT, CIP, SERVICE]. [DEPARTMENT] has assured DSD-HD that HUD funds will not be used to supplant available general government funds.

This Grant is made pursuant to Title of the Housing and Community Development Act of 1974 (41 U.S.C. 5301-5320) as amended, the primary objective of which is the development of viable urban communities by providing federal assistance for community development activities in urban areas. Per §570.201(c), to be eligible for CDBG assistance, a [TYPE OF PROJECT] activity must benefit low and moderate income households. [PROJECT] must meet this requirement (Attachment "C").

This MOU will establish the working parameters for the Project activities to be accomplished with these funds. This CDBG funded activity has been incorporated into the City's annual Action Plan which was submitted and accepted by the U.S. Department of Housing and Urban Development (HUD). The Action Plan requires DSD-HD and all recipients (CVFD) of CDBG funds to meet certain obligations and certifications to the federal government including environmental review, anti-discrimination, and timely expenditure of funds. This Project will be implemented compliant with CDBG regulations and related federal laws.

IT IS AGREED AS FOLLOWS:

1. **TIMELY COMPLETION AND EXPENDITURE:** Timely completion of the Project is the highest priority of this agreement. To ensure timely completion and expenditures, [DEPARTMENT] will demonstrate reasonable progress in implementation of a Project as detailed in scope of Work (Attachment "A") by completing and expending allocated CDBG Project funds by June 30, 2016 and described in Attachment "B".
2. **QUARTERLY REPORTS:** In order to more closely monitor Project completion and expenditures, the [DEPARTMENT] Project Manager will provide the DSD-HD Grant Administrator with quarterly reports, submitted no later than 15 days after the last day of the previous quarter, which includes a narrative of the activities, and/or progress towards meeting the timeline goals. Report due dates are: October 15, January 15, April 15, and July 15.
3. **PROJECT REVIEW CONFERENCE :** In the event that quarterly reports indicate funds will not be expended by June 30, 2016, or within the agreed upon schedule, [DEPARTMENT] will notify DSD-HD of the completion deficiencies and will have 15 calendar days to provide its plan for meeting time and expenditure agreements. Failure to correct the deficiency within 15 calendar days will require DSD-HD to schedule a Project Review Conference.

Upon failure to develop a plan for meeting completion and expenditure requirements (as specified in Attachment "B"), the DSD-HD Housing Manager will schedule a Project Review Conference. Either or both Directors may assign a designee to represent their respective department during a Project Review Conference. The Project Review Conference will serve to identify reasons for delayed performance and weaknesses in the project implementation plan. Based on the Project Review Conference discussions both DSD-HD and [DEPARTMENT] will generate a remedial plan that may include but is not limited to re-design of the Project, amendments to the Project, extending the term of the Project, or re-allocation of the funds to an alternate Project.

Such unexpended funds may also be recaptured and reallocated at the discretion of the Housing Manager of DSD-HD. The recaptured funds shall be made available for reprogramming to other eligible activities as deemed appropriate by DSD-HD.

4. **CDBG PROGRAMMATIC REQUIREMENTS:** Project will be implemented in accordance with Community Development Block Grant requirements. HUD's Playing by the Rules Handbook is being provided to [DEPARTMENT] as a tool to carry out the project as Attachment " D " .
5. **ACKNOWLEDGEMENT OF FUNDING:** [DEPARTMENT] shall identify the City of Chula Vista and the Department of Housing and Urban Development (HUD) Community Development Block Grant Program as the source of funding, or, if applicable, one of the sources of funding in public announcements that are made regarding the Project. Acknowledgement of the City's funding roles, for example, should be included in publicity materials related to the Project. In addition, DSD-HD agrees that it shall be apprised of any special events linked to the Project so that a review can be made on what role, if any, the City and HUD would assume.
6. **TERM:** This MOU will commence when executed by both parties and shall remain in effect until HUD terminates the City's CDBG program.

IN WITNESS WHEREOF, this Memorandum of Understanding is hereby executed on the day and the year first above written.

Chula Vista [NAME] Department
DUNS:078726551

Date:

By: _____

[NAME],
Director of [DEPARTMENT]

Chula Vista Development Services
Department – Housing Division

Date:

By: _____

Kelly Broughton,
Director of Development Services

Attachment A: Scope of Services
Attachment B: Expenditure Timeline
Attachment C: Service Area/Income Limits
Attachment D: Playing by the Rules