**Community Development block grant**

**Mt. Shasta 2024 Economic Development Program**

**Memorandum of Understanding**

**Between**

The City of Mt. Shasta, County of Siskiyou, and Great Northern Services, and the Jefferson Economic Development Institute (JEDI) for program management and implementation of an Economic Development Program funded by the Community Development Block Grant program.

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “MOU”) is made and entered into this 12th day of November 2024 by and between the City of Mt. Shasta (hereinafter, “City”), The County of Siskiyou (hereinafter, “County”), and the subrecpient, Jeffereson Economic Development Institute (hearinafter “JEDI”) and the subrecipient, Great Northern Services (herinafter, “GNS”).

The purpose of this MOU is to establish the terms and conditions under which the City will operate an Economic Development Program, specifically the Mt. Shasta 2024 Economic Development Program (hereinafter, “Program”), funded by the Community Development Block Grant (hereinafter, “Grant”), administered by the State of California Department of Housing and Community Development (hereinafter, “HCD”). The Program will directly benefit Microenterprise Businesses who have Low to Moderate Income owners or employees, and Businesses who will create or retain jobs for low to Moderate Income individuals, in the city of Mt. Shasta and in the 96067 zip-code area of Siskiyou County; to be administered and implemented by GNS and JEDI.

**WHEREAS,** the California Department of Housing and Community Development has announced the availability of funds for Economic Development Programs through the 2024 Notice of Funding Availability; and

**WHEREAS**, the City is an eligibile non-entitlement jurisdiction that is in compliance with existing HCD Program monitoring, award agreements, debarments, and Housing Element requirements; and

**WHEREAS**, under the provision of said CDBG Grant application, the City will be applying for a grant to provide Microenterprise Assistance through grant and loans, Microenterprise Technical Assistance and Business Assistance loans to businesses located in the City and in the 96067 zip-code area of the County who meet the National Objective and provide Public Benefit of the CDBG program; and

**WHEREAS,** the City would like to conduct the Program in the 96067 zip-code portion of the County jurisdiction because of the importance and influence those businesses have on the City and in the County; and

**WHEREAS**, participating in this MOU is advantageous to the County as it provides assistance to businesses in 96067 zip-code portions of the County where there are currently no similar services; and

**WHEREAS,** the City will be the sole applicant to apply for a Grant application for Economic Development with JEDI and GNS as the subrecipients; and

**WHEREAS**, the City, County, JEDI and GNS desire to participate in this MOU.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE TO TERMS AND RESPONSIBILITIES AS FOLLOWS:**

1. This MOU shall become effective upon the date last signed and executed by the duly authorized representatives of the Parties to this MOU and the governing bodies of the Parties’ respective jurisdictions and shall remain in full force and effect for the period of an executed agreement between the City and HCD. Parties included in this MOU may withdraw or terminate their participation at any time upon ninety (90) days written notice to all participating Parties and without severing or modifying the participation of the remaining Parties.
2. If awarded funds, the County agrees that GNS will administer and implement, and JEDI will implement on behalf of the City the Program in their jurisdiction to assist Microenterprise Businesses and other Businesses who qualify per CDBG guidelines.
3. If awarded funds, the County will not be financially responsible for or beholden to the standard agreement between the City and HCD.
4. The County agrees to allow the City, JEDI and GNS to conduct the Program in the County’s jurisdiction without hinderance or obligation to the County.
5. As the applicant, the City shall:
   1. Agree to submit the Grant application and will be the Grant recipient responsible to administer the Grant, be accountable to HCD for proper expenditure of the funds and will be the point of contact for MOU Parties.
   2. Develop subrecipient agreements with GNS and JEDI, subrecipients, to prepare the application and conduct regular administration, management, and implementation of the Grant.
6. As a subrecipient, GNS shall:
   1. Provide appropriate, qualified staff to implement and manage the Scope of Work as described in the subrecipient agreement, and will incur the costs of salaries, benefits, use of equipment and expenses related to eligible activity delivery costs.
7. As a subrecipient, JEDI shall:
   1. Provide appropriate, qualified staff to implement and manage the Scope of Work as described in the subrecipient agreement, and will incur the costs of salaries, benefits, use of equipment and expenses related to eligible activity delivery costs.

**GENERAL PROVISIONS**

**A. Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be Siskiyou County Superior Court in Siskiyou County, California.

**C. Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

**E. Sovereign Immunity.** The County of Siskiyou, the City of Mt. Shasta, Jefferson Economic Development Institute and Great Northern Services and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**F. Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall incur solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**G. CDBG Program Terms and Conditions.** The Parties agree that the City of Mt. Shasta will administer all funding and activities identified in this MOU in compliance with the Standard Agreement executed with HCD for said activities and funding. The Parties agree that the City of Mt. Shasta shall be the sole applicant and executor of the HCD’s Standard Agreement. It is the responsibility of the Parties to this MOU to communicate and transfer performance and regulatory requirements to applicable Parties, including contractors and subrecipients. Failure to administer funds and or activities in accordance with HUD regulations, and the terms and conditions identified in the applicable Standard Agreement will result in performance penalties toward the City of Mt. Shasta, and may result in repayment of expended CDBG funds in the event that the costs were determined to be ineligible, or that the funds failed to meet a National Objective, as identified in title 42 of United States Code, Section 5301 and title 24 of the Code of Federal Regulations section 570.483.

**H.** **Insurance Requirements**. The “Cities” and “Sunrecipients” agrees to have and maintain the policies set forth in Exhibit A entitled “INSURANCE REQUIREMENTS,” which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the “County” as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the “County”. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

**IN WITNESS WHEREOF**, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**COUNTY OF SISKIYOU**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rick Dean, Director of Community Development

**CITY OF MT. SHASTA**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Todd Juhasz, City Manager

**JEFFERSON ECONOMIC DEVELOPMENT INSTITUTE**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nancy T. Swift, Executive Director

**GREAT NORTHERN SERVICES**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Marie-Josée Wells, Executive Director/CEO