

MEMORANDUM OF UNDERSTANDING  
AMONG  
CITY OF PETALUMA  
CITY OF SANTA ROSA  
AND  
SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION  
FOR  
THE 2021 COUNTYWIDE ASSESSMENT OF FAIR HOUSING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) dated for convenience as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and among the SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION (“COMMISSION”), and the incorporated cities of SANTA ROSA, and PETALUMA (the “CITIES” and collectively, the “PARTIES”);

W I T N E S S E T H:

WHEREAS, the Parties originally entered into a MOU dated October 18, 2019 to outline the parameters of 2019 Countywide Assessment of Fair Housing; and

WHEREAS, the Parties expended \$24,961 initiating the 2019 Countywide Assessment of Fair Housing;

WHEREAS, due to factors beyond the control of the PARTIES, the scope of work and timeline did not proceed as set forth and the PARTIES now wish to enter into a new MOU to proceed with a 2021 Countywide Assessment of Fair Housing;

WHEREAS, the County of Sonoma, through its designee the SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION (“COMMISSION”), and the CITIES, comprise the three U.S. Department of Housing and Urban Development (“HUD”) entitlement jurisdictions whose 5-year consolidated plans began in July 2020; and

WHEREAS, the HOUSING AUTHORITY OF THE CITY OF SANTA ROSA and the SONOMA COUNTY HOUSING AUTHORITY are public housing authorities (“HOUSING AUTHORITIES”) whose next 5-year PHA plan began in July 2020; and

WHEREAS, the PARTIES are subject to the affirmatively furthering fair housing requirements found at 24 CFR 5.150 through 5.180 and required to prepare an Analysis of Impediments to Fair Housing (AI); and

WHEREAS, the PARTIES are subject to the affirmatively furthering fair housing requirements found at Sections 65583, 65583.2 as amended by Assembly Bill No. 686 and at Section 8899.50 of the California Government Code added by Assembly Bill No. 686; and

WHEREAS, the Santa Rosa Metropolitan Statistical Area includes the City of Santa Rosa, the City of Petaluma and the Urban County Jurisdiction which includes the County of Sonoma, the Cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Sebastopol, and Sonoma, and the Town of Windsor; and

WHEREAS, the PARTIES wish to collaborate to prepare a Countywide Assessment of Fair Housing (AFH) to meet the above requirements;

WHEREAS, the PARTIES are each authorized by law to enter into this MOU.

NOW, THEREFORE, IT IS AGREED AMONG THE PARTIES HERETO THAT:

I. Lead Entity

COMMISSION will serve as the lead entity of the collaboration and will be responsible for contracting with 4LEAF, Inc., the consulting company selected to complete a AFH on behalf of all collaborating PARTIES. 4LEAF, Inc. is a California corporation that provides multidisciplinary consulting services to local governments.

II. Roles/Responsibilities of Parties

The CITIES agree to materially support and participate in development of the AFH by engaging in the following responsibilities, further referenced in Exhibit B Scope of Work:

1. Assigning staff to:
  - a. Serve as points of contact for coordination of the AFH;
  - b. Gather Housing Authority Demographic Data as applicable;
  - c. Gather and/or Prepare local Affordable Housing Inventory information;
  - d. Gather local Planning Department information;

2. Providing financial support for preparation of the AFH, in the following not to exceed amounts:

City of Santa Rosa: \$38,475

City of Petaluma: \$16,625

Sonoma County Community Development Commission: \$39,900

The COMMISSION agrees to contract with 4LEAF, Inc to have the Countywide Assessment of Fair Housing completed on behalf of all PARTIES. Components of this work include, but are not limited to, the following responsibilities, further referenced in Exhibit B Scope of Work:

1. Managing all consultants hired to assist in the preparation of the AFH
2. Coordinating the translation of all AFH documents

III. Modifications

No modification or change to the Scope of Work Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

IV. Term of Memorandum of Understanding

This MOU shall take effect upon its execution by the authorized representatives of each of the PARTIES and shall remain in effect once approved by governing bodies and until terminated by mutual agreement, in writing, by the PARTIES.

V. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. Waiver

One PARTY's failure act with respect to a breach by another PARTY does not waive its right to act with respect to subsequent or similar breaches. The failure of the PARTY to

exercise or enforce any right or provision shall not constitute a waiver of such right or provision

VII. Memorandum of Understanding Binding

This MOU shall be binding upon the PARTIES hereto and their successors and assigns. Work done by the COMMISSION or the CITES pursuant to this MOU shall belong to PARTIES hereto equally. Notwithstanding the foregoing, nothing herein shall be construed as creating a joint powers authority.

VIII. Indemnity

Each party shall defend, indemnify, hold harmless, and release the other, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including the parties, to the extent that such actions, claims, damages, liabilities, or expenses arise out of the negligence or willful misconduct of the indemnifying party in connection with its performance under this Agreement.

IX. Entire Agreement

This Agreement among the PARTIES for the preparation of the 2021 Assessment of Fair Housing supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the PARTIES with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the day and year first above written.

ATTEST:

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

By \_\_\_\_\_

DAVE KIFF

INTERIM EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

By: \_\_\_\_\_

Sonoma County Counsel

CITY OF SANTA ROSA

By \_\_\_\_\_

JEFF KOLIN

INTERIM CITY MANAGER

APPROVED AS TO FORM:

By: \_\_\_\_\_

Santa Rosa City Attorney's Office

CITY OF PETALUMA

By \_\_\_\_\_

PEGGY FLYNN

CITY MANAGER

APPROVED AS TO FORM:

By: \_\_\_\_\_

Petaluma City Attorney's Office

EXHIBIT A  
BUDGET

CITIES and COMMISSION seek to ensure that COMMISSION has adequate financial support to ensure the completion of a HUD-approved Assessment of Fair Housing.

Performance of these Activities will result in \$95,000 in expenses. Additional in-kind support will be contributed by the seven smaller cities/town and by community partners.

The PARTIES Agree to the following budget:

**Revenues**

CDBG Admin	\$ 19,950
Housing Authority Admin	\$ 19,950
City of Santa Rosa Administrative Funds	\$ 38,475
City of Petaluma Administrative Funds	<u>\$ 16,625</u>
<b>Subtotal - Revenues</b>	<b>\$ 95,000</b>

**Expenses**

Contract with 4LEAF Consulting	\$ 80,000
Document Translation	\$ 15,000
<b>Subtotal Expenses</b>	<b>\$ 95,000</b>

Payments will be made on a periodic basis upon receipt of documentation of partial work completed.