

COUNTY OF KINGS

Memorandum of Understanding Between the City of Lemoore, Lemoore Redevelopment Agency And the Housing Authority of Kings County

The City of Lemoore and the Lemoore Redevelopment Agency (hereinafter referred to as the "Owners") and the Housing Authority of Kings County (hereinafter referred to as "HAKC") enter into this Memorandum of Understanding (hereinafter this "MOU") for the purpose of providing low and moderate income young adults between the ages of 18-21 and persons who are emancipated and want to attend one of our community colleges or complete vocational training an affordable place to live. The program is self-sustaining, as the participants are required to work part-time and monthly rent will be determined by the Housing Authority. The participants will also pay a pro-rated share of gas and electric charges.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Owners owns and will provide a house (the "Dwelling") that will be available for low and moderate income young adults between the ages of 18-21 and persons who are emancipated and want to attend one of our community colleges or complete vocational training. HAKC will manage the Dwelling, and be responsible for leasing, repairs and maintenance of the Dwelling. Nothing contained herein, however, is intended nor shall it be construed to require HAKC from using its own resources for such purposes.
2. No modification of the terms of this MOU shall be valid or binding unless made in writing and signed by both parties. No oral understandings or agreements not expressly included in this MOU are of any force or effect.
3. This MOU may be terminated by any party, with or without cause, upon thirty (30) days prior written notice thereof to the other party.
4. Notwithstanding any other provision of this MOU, in the event that Federal, State or local funding to support the housing assistance contemplated by this MOU ceases, this MOU shall terminate on the effective date the termination or cessation of such housing assistance.
5. The parties shall comply with the provisions of Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Age Discrimination in Employment Act of 1967, Title IX of the Education Amendments Act of 1972, and the Americans with Disabilities Act of 1973, and Section 109 of the Housing and Community Development Act of 1974.

6. No youth shall be excluded from participation in or be subjected to discrimination in housing assistance under this MOU because of race, color, religion, sexual orientation, national origin, age, handicap, marital status, political affiliation or belief.
7. Owners and HAKC shall: (a) maintain records developed in accordance with or in furtherance of the provisions of this MOU; (b) audit and review said records proposed or maintained under this MOU for compliance by any authorized agency of the federal, state or local government involved in the administration of this program for a period of three (3) years following the termination of this MOU.
8. Each party hereto shall indemnify, defend and hold harmless the elected or appointed governing body, the agents, representatives, and employees of the other party hereto, from liability or claims of liability for damages to persons or property arising out of, or resulting from, any act or omission of the parties in the performance or failure to perform under action or activity contemplated, necessary, or authorized under this MOU.
9. HAKC will charge no more than reasonable market-rate rent for occupants of the Dwelling. The initial monthly rent rate shall be \$150 per person, double occupancy per room. Owners authorize its City Manager/Executive Director to make modifications to the rent rate.
10. HAKC will receive a monthly Management Fee equal to ten percent (10%) of the rents collected or seventy-five dollars (\$75), whichever is greater,
11. The parties hereto shall not subcontract for services to be performed required by, necessary for, or pursuant to this MOU, except with the advanced written approval of the parties, nor shall this MOU be assignable by the parties either in whole or in part without the prior written approval of the other party hereto. Any subcontractor approved by the parties shall be subject to all applicable provisions of this MOU and all applicable State and Federal regulations.
12. The HAKC shall perform all acts required under this MOU as an independent contractor and nothing in this MOU is intended, nor shall it be construed to make the HAKC, or any of its agents, commissioners, officers, employees, or servants, the agents, officers, employees or servants of the Owners.
13. HAKC will provide detailed quarterly financial reports by the last day of the month following the end of the quarter.

**IN WITNESS THEREOF, the HAKC and Owners have executed this MOU
on the _____ day of _____, 200_.**

**By: _____
Jeff Britz, City Manager
City of Lemoore**

**By: _____
Jeff Britz, Executive Director
Lemoore Redevelopment Agency**

**By: _____
Robert N. Hoskins, Executive Director
Housing Authority of Kings County**