

**COOPERATIVE AGREEMENT BETWEEN  
THE CITY OF FORT BRAGG AND HOUSING MENDOCINO COAST**

THIS COOPERATIVE AGREEMENT (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between City of Fort Bragg (“City”), a municipal corporation, and Housing Mendocino Coast, a nonprofit public benefit corporation within the meaning of Section 501(c)(3) of the Internal Revenue Code (“HMC”) (collectively the “Parties”).

A. Recitals.

- 1) The City has entered into a grant agreement with the Department of Housing and Community Development, agreement number 22-PLHA-17656 (“Grant Agreement”) which is attached to this Agreement as Exhibit A and incorporated by reference. The purpose of the Grant Agreement is to fund the City’s 5-Year PLHA Plan, approved by City Council on November 14, 2022, which identifies HMC as a sub-recipient to implement eligible activities of the Grant Agreement (“Project”); and
- 2) The Parties desire to work collaboratively on the Project to preserve the equality and affordability of housing within the City of Fort Bragg by providing home ownership and housing opportunities to very low, low, and moderate income families to lessen the burden on local government, alleviate poverty, increase social and economic justice, combat community deterioration in economically disadvantaged neighborhoods, revitalize community, protect the natural environment, and promote ecologically sound use of land and natural resources by initiating, constructing and providing low-to moderate- income housing.

B. Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Duties of the Parties:

- a. HMC shall assist the City in implementing the Project as more specifically described in the City’s approved 5-Year PLHA Plan attached hereto as Exhibit B, including stewardship of inclusionary housing unit located at 435 N Whipple Street, creation of outreach materials, conducting a marketing campaign, training, and to identify and develop housing projects.
- b. HMC shall participate in regularly scheduled meetings of the Fort Bragg City Council to provide progress updates on the implementation of the Project.
- c. City shall provide 2019-2023 PLHA allocation, which is estimated and may not exceed \$641,136, less 5% allowed administration fee that will be retained to cover City costs.
- d. HMC shall submit to City invoices detailing its services under this Agreement.

- e. HMC shall comply with all provisions of the Grant Agreement that apply to sub-grantees, subcontractors and/or consultants.
2. This Agreement supersedes any and all other agreements, either oral or in writing, between parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be effective unless it is in writing signed by all parties.
  3. The term of this Agreement shall commence upon the date of mutual execution and shall continue thereafter until performance by both parties has been completed in compliance with this Agreement, unless sooner terminated in accordance with this subsection. Unless otherwise agreed upon in writing, either party may immediately terminate for a material breach by the other that remains uncured following service of not less than ten (10) days prior written notice of such breach. In addition, this Agreement may be terminated by either party upon thirty (30) days prior written notice.
  4. If either Party requests additional work that is beyond the scope of the original Project, and not considered by both Parties to be a necessary part of the Project, said work, if approved by both Parties, will be paid solely by the party requesting the work, unless both Parties agree by written amendment to allocate the cost in some mutually acceptable manner by written amendment to this Agreement.
  5. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days.
  6. In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to those costs and attorney(s) fees directly arising from any third-party legal action against a Party to this Agreement.

Notices permitted or required to be provided pursuant to this Agreement shall be sent to the following addresses:

City of Fort Bragg	Housing Mendocino Coast
City Manager 416 N. Franklin Street Fort Bragg, CA 95437	Program Administer PO Box 1172 Fort Bragg, CA 95437

- i. By notice to the other party, either party may, change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address, or five (5) days after deposit of said notice or communication in the United States mail, postage prepaid, whichever occurs first.

7. The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary to this Agreement, or as a result of any duty, covenant, obligation or undertaking established herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized officers this \_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF FORT BRAGG

\_\_\_\_\_  
Bernie Norvell, Mayor

ATTEST:

\_\_\_\_\_  
Cristal Munoz, Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Keith F. Collins, City Attorney

HOUSING MENDOCINO COAST

ATTEST:

\_\_\_\_\_  
By: Steve Orsi, President

\_\_\_\_\_  
By: Sarah McCormick, Program Administrator

EXHIBIT A  
Grant Agreement