

**CONSORTIUM AGREEMENT  
ALAMEDA COUNTY  
NEIGHBORHOOD STABILIZATION PROGRAM 2**

THIS CONSORTIUM AGREEMENT (“Agreement”) is entered into as of July 1, 2009, and is between the County of Alameda, a political subdivision of the State of California (the “County”), the City of Emeryville, a municipal corporation (“Emeryville”), the City of Alameda, a municipal corporation (“Alameda”), the City of San Leandro, a municipal corporation (“San Leandro”), the City of Hayward, a municipal corporation (“Hayward”), the City of Union City, a municipal corporation (“Union City”), the City of Fremont, a municipal corporation (“Fremont”), the City of Newark, a municipal corporation (“Newark”), the City of Pleasanton, a municipal corporation (“Pleasanton”), the City of Dublin, a municipal corporation (“Dublin”), and the City of Livermore, a municipal corporation (“Livermore”). Each of the parties to this Agreement is a “Member.” Dublin, Emeryville, Fremont, Hayward, Livermore, Pleasanton, Newark, San Leandro, and Union City are the “Cities”.

**RECITALS**

- A. The American Reinvestment and Recovery Act of 2009 includes an allocation of funds for additional activities under Division B, Title III of the Housing and Economic Recovery Act of 2008. The additional funds are referred to as the Neighborhood Stabilization Program 2 (“NSP2”). The purpose of NSP2 is to assist in the redevelopment and rehabilitation of abandoned and foreclosed properties. NSP2 is a component of the federal Community Development Block Grant Program (“CDBG”).
- B. On May 4, 2009, the United States Department of Housing and Urban Development (“HUD”) issued a Notice of Fund Availability (“NOFA”) seeking applications for grants of NSP2 funds for the purpose of carrying out neighborhood stabilization programs. The NOFA permits a consortium of nonprofit entities (which may include governmental entities, local governments, and private nonprofit organizations) to apply for NSP2 funds.
- C. Each Member of this Agreement is either a governmental entity, or a local government.
- D. Together, the Members have the capacity and experience to conduct an NSP2 program in Alameda County that is in compliance with NSP2 requirements (the “NSP2 Program”).
- E. The purpose of this Agreement is to form a consortium that will (i) apply for NSP2 funds and (ii) carry out the NSP2 Program (the “Consortium”).

The parties therefore agree as follows:

## **AGREEMENT**

1. **Formation of Consortium.** The parties hereby form the Consortium for the purpose of (i) preparing and submitting a joint application for a grant of NSP2 funds in support of the NSP2 Program, and (ii) jointly carrying out the NSP2 Program.
2. **Lead Member.** Alameda County Housing and Community Development Department is designated as the lead member (the “Lead Member”) of the Consortium and is hereby authorized to submit a grant application for NSP2 funds to HUD on behalf of the Consortium in the minimum amount of Five Million Dollars (\$5,000,000) (the “Application”). If the Application is approved by HUD, the Lead Member will be the direct grant recipient and will execute the NSP2 grant standard agreement with HUD on behalf of the Consortium. The Lead Member is authorized to act in a representative capacity for all Members in the submission of the Application. If the Application is approved, the Lead Member will administer the NSP2 grant in accordance with all NSP2 program requirements and the Application.
3. **Cooperative Effort.** All Members shall cooperatively carry out the NSP2 Program, if funded, as defined in the Application. As part of the cooperative effort, Members may form a steering committee to provide guidance and oversight to the implementation of the NSP2 Program. Each Member shall carry out those NSP2 activities ascribed to it in the Application.
4. **Funding Agreements.** Each Member agrees to execute a Consortium funding agreement with the Lead Member no later than December 1, 2009, if so requested by HUD after its initial screening of the Application. The Consortium funding agreement will describe the specific activities to be carried out by the Lead Member, and the other participating Members as needed, under the NSP2 Program, the NSP2 funds allocated to the Members’ activities, timetables for completion of the Members’ activities, and the Members’ obligation to comply with applicable NSP2 program requirements. In the event of a conflict between this Agreement and the Funding Agreements, the Funding Agreements shall prevail.
5. **Environmental Review.** The Members hereby authorize the County and the Cities to undertake environmental review of any NSP2 activity located within their jurisdictions as required by the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR part 58. The Application will not include activities outside the jurisdiction of the County

or the Cities. This Agreement is not a project under the California Environmental Quality Act as it is a governmental funding activity that does not involve a commitment to any specific project site (CEQA Guidelines Section 15378(b)(4)).

6. **Internal Audits.** The Application will include a description of the internal audit process to be carried out by Members to audit NSP2 Program activities (the “Audit Process”). Each Member shall cooperate in the Audit Process.
7. **Term of Agreement.** This Agreement is in effect until (i) HUD reaches a final decision to deny the Application in its entirety, or (ii) all NSP2 funds and any program income received pursuant to the Application are expended and the funded activities completed, whichever is earlier. Members may not terminate or withdraw from the Agreement while it remains in effect.
8. **Amendments.** No amendment or modification to this Agreement is valid unless made in writing and approved and signed by the Members. This Agreement supersedes any oral promises, representations, or other agreements with respect to the subject matter of this Agreement.
9. **Remedy.** The sole remedy for violation of this Agreement is the specific performance of this Agreement. Members waive their respective rights to trial by jury of any claim or cause of action arising out of this Agreement. Members have no liability for damages to one another or to any other person or entity resulting from any violation of this Agreement.
10. **Approval of Agreement.** By execution of this Agreement, the signatories of each Member certify and represent that this Agreement has been authorized by its governing body or authorized officer, as applicable.
11. **Counterparts.** This Agreement may be executed in counterparts.

The parties are executing this Agreement as of the date first written above.