

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

915



**FROM:** Community Action Partnership of Riverside County

**SUBMITTAL DATE:**

9/17/09

**SUBJECT:** Community Development Block Grant Subrecipient Agreement #C29000A with the City of Palm Desert

**RECOMMENDED MOTION:** That the Board of Supervisors ratify and:

Authorize the Chairman of the Board to sign the attached Community Development Block Grant Subrecipient Agreement #C29000A with the City of Palm Desert and Community Action Partnership of Riverside County (CAP Riverside )for the Individual Development Account Program (IDA) not to exceed \$6,639 for the term July 1, 2009 through June 30, 2010;

FORM APPROVED COUNTY COUNSEL  
BY: *Larisa R-Mckenna* 11/2/09  
DATE

*[Handwritten Signature]*

Maria Y. Juarez, CCAP, Deputy Director for  
Lois J. Carson, CCAP, Executive Director

**(CONTINUED 2 Pages)**

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 6,639	In Current Year Budget:	NA
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NA
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09/10

<b>SOURCE OF FUNDS: 100% Federal</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *[Handwritten Signature]*  
Debra Cournoyer

**County Executive Office Signature**

Dep't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.:**  **District:** All **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.40**

**FROM:** Community Action Partnership  
of Riverside County

**DATE:** 9/17/09

**SUBJECT:** Community Development Block Grant  
Subrecipient Agreement #C29000A with  
the City of Palm Desert

**PAGE:** 2 of 2

**BACKGROUND:**

RivCo.IDA is a savings incentive program for low-income participants in which every dollar saved by the participant, up to \$2,000 is matched 2:1, with one Federal dollar and one local dollar held in a parallel savings account. For example, a participant saves \$2,000, the Federal program matches \$2,000, and local funding agencies match \$2,000, for a \$6,000 total allowable savings per participant.

Three asset building goals are available for participants to save toward: 1) small business startup or expansion; 2) educational or vocational pursuit; or 3) home purchase.

During the savings period (2-3 years) participants are required to participate in skill-building workshops in areas such as asset building, goal setting, credit counseling, money management, personal budgeting, business start up, home maintenance, etc., depending upon the particular goal designated. Various services and group support meetings provide reinforcement and motivation to savings participants as they work toward their savings goals. When the savings goal is reached, the monies saved are pooled and paid directly for small business costs, to the educational (vocational) institution, or directed toward closing costs for a home purchase.

Agreement #C29000A will be used to match the savings goals of 3.3 low-income households. CAP Riverside's Federal funding source requires a local match of \$2,000 and identifies CDBG funding as acceptable local match funding.

**FINANCIAL IMPACT:** No County General Funds will be required. The local match raised by CAP Riverside is directed to a parallel account established at Citibank.

**CONCUR/EXECUTE:**

LJC:MYJ:KA:jb

**COMMUNITY DEVELOPMENT BLOCK GRANT 35<sup>th</sup> YEAR  
(FY 2009/10) SUBRECIPIENT AGREEMENT NO. C29000A**

This Agreement is made this August 10, 2009, by and between the City of Palm Desert (hereinafter referred to as "City"), and the Community Action Partnership of Riverside County (hereinafter referred to as "Subrecipient").

**RECITALS**

WHEREAS, the City of Palm Desert is a Direct Entitlement City with the U.S. Department of Housing and Urban Development (HUD) for purposes of receiving Community Development Block Grant (CDBG) funds, to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974; and

WHEREAS, with the approval of the City and HUD a portion of its allocation to the Subrecipient in the delegated amount of \$6,638.67 to be used by the Subrecipient for Riverside County Individual Development Accounts Program (RivCo.IDA); and

WHEREAS, clients benefit for the services provided by the Subrecipient, and at least 51 percent of those benefiting for the services must qualify as low and moderate-income persons; and

THEREFORE, IT IS AGREED:

1. TERM - The term of this agreement for the project shall be made for a period of one year commencing July 1, 2009, and ending June 30, 2010, unless a one-year extension for funding is approved by the City Manager or designee. Public service programs are not eligible for a time extension. Funds must be expended within the year awarded.
2. FUNDS – The City agrees to provide the Subrecipient with funds equal to the amount allocated through CDBG funds, as stated above. The City shall disburse the funds on a reimbursable basis. The Subrecipient shall provide copies of invoice(s), bank statements, etc. as required for reimbursement in a timely manner. Funds may be reimbursed only for those verified expenses for the eligible uses.
3. Organizations provided Community Development Block Grant funds for the purchase of land, facilities, and/or buildings; equipment, capital improvements, rehabilitation, or other similar activities shall not sell, sublease, loan, or any other such action that relinquishes control or ownership without prior written request to and written authorization from the City of Palm Desert and, if necessary, the U.S. Department of Housing and Urban Development.
4. REPORTING - Subrecipient agrees to submit the Self Certification Forms (if applicable) and Direct Benefit Activity Reports for duplicated and unduplicated clients to the City on a monthly basis from July 1, 2009 to June 30, 2010. In addition, subrecipients must report the following statistical information on a quarterly and annual basis: Number of persons assisted (by age, gender, senior 62 years of age or older, race, income level, head of household, how many in family, services provided, etc.), number of people that will be provided with new or improved access to services and/or facilities, the number of beds created (homeless or rehabilitation facilities), if applicable. (Data collection examples: Case manager logs, sign-in sheet, tracking logs, client intake forms, scan card system, or other systems designed to obtain information.) Public Facilities Improvements or construction projects will require the above information pertaining to the participation in the organization's

COMMUNITY DEVELOPMENT BLOCK GRANT 2009/10  
SUBRECIPIENT AGREEMENT NO. C29000A

overall program(s), and once the project is completed, data pertaining specifically to that facility will be reported under the Annual Follow Up Report. Subrecipient may be required to submit additional information as requested by the City or the Department of Housing and Urban Development. **If Subrecipient fails to follow the reporting requirements, it could result in the City's request that your organization reimburse previous funds paid and/or forfeiture of remaining grant funds.**

5. ANNUAL FOLLOW UP REPORT – Subrecipient agrees to submit the Annual Follow Up Report as provided by the City no later than August 30 of the year following grant expiration or close of project, if a time extension was granted. This report will include similar information to direct benefits activity and quarterly reports but will include information related specifically to the Riverside County Individual Development Accounts Program (RivCo.IDA), if a portion of the facility or the facility as a whole was unoccupied at the time of project.
6. DISCRIMINATION - Subrecipient shall provide services to all clients of the Community Action Partnership of Riverside County who need and request such services, so long as economic resources permit. Subrecipient shall abide by Sections 570.601 and 570.602 of Title 24 of the Federal code of regulations which requires that no persons in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development Block Grant funds.
7. LICENSING - Subrecipient agrees to obtain and maintain all agency licenses, registrations, accreditation and inspections from all agencies governing its operations. Subrecipient shall ensure that its staff shall also obtain and maintain all required licenses, registrations accreditation and inspections from all agencies governing Subrecipient's operations hereunder.
8. RECORDS - Subrecipient shall maintain all financial records as to the use and expenditure of funds under this agreement as well as all documents pertaining to the project, program, and required reporting records. All documents and records shall be made available for inspection and copying during normal business hours by the City or by the Department of Housing and Urban Development. **All records and documents pertaining to CDBG funded programs and projects shall be retained for a period of not less than five (5) years.**
9. INDEMNIFICATION - Subrecipient shall indemnify and hold the City of Palm Desert harmless from all claims, damages or liability, including all reasonable attorney fees and costs incurred in defending any claims arising out of or in connection with Subrecipient's project or activities, including but not by the way of limitation any action or claim for worker's compensation.
10. CONFLICT OF INTEREST - Subrecipient shall familiarize itself with CDBG regulations prohibiting conflicts of interest contained in 24 CFR 570.611. Subrecipient, its assigns, employees, agents, consultants, and officers shall comply with and shall not violate any provision of the regulations. Any violation shall be deemed a material breach of this Agreement and the Agreement shall be immediately terminated by the City.
11. ELIGIBILITY - As to Subrecipient or its claimants, the City shall bear no liability for any later determination by the United States Department of Housing and Urban Development or any other person or entity that the City or Subrecipient is or is not eligible under 24 CFR Part 570 to receive CDBG funds.

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12. Organizations provided Community Development Block Grant funding are required to offer the specific program funded for a minimum of five years from the date of award.
13. PROGRAM INCOME – Subrecipients that earn program income (PI) shall be required to report PI earned and may be required to remit all or part at the end of the program year. PI means gross income received by the subrecipient directly generated from the use of CDBG funds as defined in CDBG Regulation 24 CFR 570.500(a).
14. UNIFORM ADMINISTRATIVE REQUIREMENTS – Subrecipients shall comply with applicable uniform administrative requirements as described in CDBG Regulation 24 CFR 570.502(b).
15. OTHER PROGRAM REQUIREMENTS – Subrecipient shall be in compliance with all federal laws and regulations described in CDBG Regulation 24 CFR 570.600 except those outlined in Section 570.604 and 24 CFR Part 52.
16. SUSPENSION AND TERMINIATION – Agreement may be suspended or terminated in accordance with CDBG 24 CFR 85.43 if subrecipient materially fails to comply with terms of award. Also, award may be terminated for convenience in accordance with 24 CFR 85.44.
17. REVERSION OF ASSETS – Upon expiration of subrecipient agreement, subrecipient shall transfer to the City any CDBG funds including program income on hand as well as any accounts receivable attributed to the use of CDBG funds.
18. REAL PROPERTY ACQUISITION AND IMPROVEMENT – Real property acquired or improved in part (or in whole) with CDBG funds in excess of \$25,000 shall be used to meet one of the national objectives in Section 570.208 until five (5) years after expiration of agreement or longer as may be determined by the City. If not used in accordance with Section 570.208, subrecipient shall pay the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property.
19. USE OF REAL PROPERTY AND PUBLIC SERVICE ACTIVITIES – Subrecipients awarded \$25,000 or more in CDBG funds for acquisition or improvement in whole or in part shall comply with CDBG Regulation 24 CFR 570.505 relative to use of real property as noted for five (5) years commencing when CDBG funds are first spent for property until after close out of the grant.

A subrecipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the subrecipient provides affected citizens and the City with reasonable notice of, and the opportunity to comment on any proposed change, and either: the new use qualifies as meeting one of the national objectives in Section 570.208 and is not a building for the general conduct of government or if the subrecipient determines, after citizens participation, that it is appropriate to change the use of the property to a use which does not qualify under Section 570.208, it may retain or dispose of the property for the changed use if the City is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to the property. If the change occurs after closeout, the provisions governing income from the disposition of the real property in Section 570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed. The property will no longer be subject to CDBG requirements after reimbursement of CDBG program income per 24 CFR

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570.505(d).

20. DRUG-FREE WORKPLACE REQUIREMENTS – Subrecipient to certify that it will comply with the drug-free workplace requirements in accordance with the Act and the Department of Housing and Urban Development's rules at 24 CFR Part 24, Subpart F. (Drug-Free Workplace Act of 1988, (42 U.S.C.701)).

This Agreement contains the entire agreement of the parties and supersedes all other prior negotiations, understandings or agreements. The agreement may only be modified by the written consent of the parties.

CITY OF PALM DESERT

BY: \_\_\_\_\_  
Robert A. Spiegel, Mayor  
City of Palm Desert

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Rachelle D. Klassen, City Clerk

Date: \_\_\_\_\_

ORGANIZATION

BY: \_\_\_\_\_  
Print Name:  
  
\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY: Larisa R-Mckenna 11/2/09  
LARISA R-MCKENNA DATE

