

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

355



FROM: Economic Development Agency

SUBMITTAL DATE:
June 28, 2011

SUBJECT: Adoption of Resolution No. 2011-154 approving the CDBG Program Cooperation Agreements for Federal Fiscal Years 2012, 2013, and 2014

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2011-154, approving the Cooperation Agreements between the County of Riverside and the Participating Cities for the Community Development Block Grant, HOME Investment Partnership Program, and the Emergency Shelter Grant which is attached as Exhibit A, and the Joint Recipient Cooperation Agreement between the County and the city of Lake Elsinore for the Community Development Block Grant program attached as Exhibit B;
2. Authorize the Assistant County Executive Officer/EDA or designee to sign the Cooperation Agreements upon execution by participating cities after County Counsel approval and as long as the Cooperation Agreement language remains unchanged except those sections pertaining to the individual participating cities (page 1, line 8 and page 12 lines 8-13)

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2012-15

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: CDBG, HOME and ESG FY 2012-2015

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 12, 2011
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: N/A

District: All

Agenda Number:

3.22

FORM APPROVED COUNTY COUNSEL
BY: *Anita C. Willis*
ANITA C. WILLIS
DATE: 6-28-11
Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Recommended Motion: (Continued)

3. Authorize the Assistant County Executive Officer/EDA or designee to sign the Joint Recipient Cooperation Agreement upon execution by the city of Lake Elsinore, after County Counsel approval and as long as the Cooperation Agreement language remains unchanged

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) has determined that the County of Riverside possesses the essential community development and housing assistance powers for the unincorporated areas. However, the County must enter into cooperation agreements with the units of local government (cities) desiring to become a part of the Urban County program. The attached resolution will approve the cooperation agreements and authorize the Assistant County Executive Officer/EDA or designee to execute the cooperation agreements with the cities electing to participate in the County's urban program.

As of June 3, 2011, the following Cities have elected to participate as Cooperating Cities in the County's Urban County Program for CDBG, HOME, and ESG for the Federal Fiscal years 2012, 2013, and 2014:

Banning	Desert Hot Springs	Norco
Beaumont	Eastvale	San Jacinto
Blythe	Indian Wells	Wildomar
Canyon Lake	La Quinta	
Coachella	Murrieta	

The City of Lake Elsinore has attained Metropolitan City status and desires to participate in the County's Urban County program as a joint recipient.

The Cities of Calimesa, Cathedral City, Rancho Mirage, Menifee, and Temecula have submitted their notices of Non-Participation.

County Counsel has reviewed and approved the Cooperation Agreement as to form. The language within all cooperation agreements will be identical with the exception of those sections pertaining to the individual cities (page 1 line 8, and page 12, lines 8 through 13). The Cooperation Agreement with the City of Lake Elsinore has also been reviewed and approved as to form.

In addition, HUD requires that each cooperation agreement include a certification from County Counsel certifying that the agreement is authorized under state and local laws and that the County has legal authority to undertake, or assist in undertaking, the essential community development activities.

Economic Development Agency

Adoption of Resolution No. 2011-154 approving the CDBG Program Cooperation Agreements for
Federal Fiscal Years 2012, 2013, and 2014

June 28, 2011

Page 3

FISCAL IMPACT: As an Urban County, the County of Riverside will receive annual allocations from HUD under the CDBG, HOME, and ESG Programs. There is no impact upon the General Fund.

2
3 RESOLUTION NO. 2011-154

4 APPROVING THE COOPERATION AGREEMENTS WITH PARTICIPATING CITIES
5 AND THE JOINT RECIPIENT COOPERATION AGREEMENT WITH THE
6 METROPOLITAN CITY OF LAKE ELSINORE
7 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

8 WHEREAS, the certain eligible cities in Riverside County have elected to
9 participate within the Urban County Program of the County of Riverside for Federal Fiscal Years
10 2012-2013, 2013-2014, 2014-2015; and

11 WHEREAS, the Cooperation Agreements will allow the participating cities to
12 carry out activities which are funded by Community Development Block Grant, HOME
13 Investment Partnership Program, and the Emergency Shelter Grant, and allow these participating
14 cities to participate in the Urban County Consolidated Planning Programs; and

15 WHEREAS, the Joint Recipient Cooperation Agreements will allow the
16 Metropolitan City of Lake Elsinore to carry out activities which are funded by Community
17 Development Block Grant program and allow the City to participate in the Urban County
18 Consolidated Planning Programs.

19 NOW, THEREFORE BE IT RESOLVED, FOUND AND DETERMINED, by the
20 Board of Supervisors of the County of Riverside sitting in regular session on July 12, 2011, that

- 21 1. The attached cooperation agreement with the participating cities and the
22 city of Lake Elsinore are hereby approved; and
23 2. Upon execution of each cooperation agreement by each participating city
24 and after County Counsel review, the Assistant County Executive
25 Officer/EDA or designee are hereby authorized to execute each agreement
26 on behalf of the County as long as the cooperation agreement's language
27 remains unchanged except those sections pertaining to the individual cities
28 (page 1, line 8 and page 12, lines 8-13); and

FORM APPROVED COUNTY COUNSEL
BY: *Anita C. Willis* 6-28-11
DATE

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3. Upon execution of the Joint Recipient Cooperation Agreement by the city of Lake Elsinore and after County Counsel review, the Assistant County Executive Officer/EDA or designee are hereby authorized to execute each agreement on behalf of the County as long as the Agreement's language remains unchanged.
4. Each said agreement shall be effective on the date the Assistant County Executive Officer/EDA or Designee executes each agreement.

S:\CDBG\12-14 Urban County Program\BOS Resolution

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM, Clerk of said Board

By: _____
Deputy

Exhibit A

**COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,
HOME INVESTMENT PARTNERSHIP PROGRAM, AND EMERGENCY SHELTER
GRANT FOR FISCAL YEARS 2012-13, 2013-14, 2014-15**

This Cooperation Agreement hereinafter referred to as "Agreement" is made and entered into this ____ day of _____ 2011, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and City of _____, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY," who together are sometimes referred to herein individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter called "ACT", provides that Community Development Block Grant, funds hereinafter referred to as "CDBG", may be used for the support of activities that provide decent housing, suitable living environments, and expanded economic opportunities principally for persons of low and moderate-income; and

WHEREAS, the HOME program, authorized by the HOME Investment Partnerships Act (HOME), was enacted as Title II of the National Affordable Housing Act of 1990, has as its purposes to: expand the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing; build State and local capacity to carry out affordable housing programs; and provide for coordinated assistance to participants in the development of affordable low-income housing; and

WHEREAS, the Emergency Shelter Grant, hereinafter referred to as "ESG", was authorized by the McKinney-Vento Homeless Assistance Act of 1987. The objectives of the Emergency Shelter Grant, to be renamed the Emergency Solutions Grant under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, are to increase the number and quality of emergency shelters and transitional housing facilities for homeless

1 individuals and families, to operate these facilities and provide essential social services, and to
2 help prevent homelessness.

3 **WHEREAS**, CDBG regulations require counties to re-qualify as an Urban County under
4 the CDBG program every three years; and

5 **WHEREAS**, the execution of this Agreement is necessary to include CITY as a
6 participating unit of general government under COUNTY's Urban County CDBG, HOME, and
7 ESG programs.

8 **NOW THEREFORE**, in consideration of the mutual covenants herein set forth and the
9 mutual benefits to be derived there from, the parties agree as follows:

10 1. GENERAL.

11 This Agreement gives COUNTY authority to undertake, or assist in undertaking,
12 activities for Fiscal Years 2012-13, 2013-14, and 2014-15, that will be funded from the CDBG
13 program, the HOME Investment Partnership program, the Emergency Shelter Grant program,
14 and from any program income generated from the expenditure of such funds. COUNTY and
15 CITY agree to cooperate, to undertake, or to assist in undertaking, community renewal and
16 lower-income housing assistance activities. COUNTY is qualified as an "Urban County" under
17 the ACT. CITY, by executing this Agreement, hereby gives notice of its election to participate
18 in an Urban County Community Development Block Grant program, hereinafter referred to as
19 "CDBG programs".

20 By executing this Agreement, CITY understands that it may not apply for grants
21 from appropriations under the Small Cities or State CDBG Programs for fiscal years during the
22 period in which it participates in the Urban County's CDBG program and that CITY may only
23 participate in the HOME program through the COUNTY'S Urban County program, not a
24 consortium. The CITY may apply for ESG funds from the State of California, if permitted by the
25 State.

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1 2. TERM.

2 The term of this Agreement shall be for three (3) years commencing on July 1,
3 2012, through June 30, 2015, unless an earlier date of termination is fixed by U.S. Department of
4 Housing and Urban Development, hereinafter called HUD, pursuant to ACT.

5 This Agreement will be automatically renewed for participation in successive
6 three-year qualification periods, unless the COUNTY or the CITY provides written notice to the
7 other Party that it elects not to participate in the next three-year Urban County program.
8 COUNTY will notify CITY of CITY's right not to participate in the next three-year period no
9 later than the date specified by HUD in the *Urban County Qualification Notice*. CITY shall
10 notify COUNTY no later than the date specified in COUNTY's notification that CITY elects not
11 to participate in the next three-year Urban County Program. COUNTY will send copies of all
12 notifications required by this Paragraph to the HUD Field Office.

13 The terms of this Agreement shall remain in effect until the CDBG, HOME, and
14 ESG funds and program income received with respect to activities carried out during the three-
15 year qualification period are expended and the funded activities completed. Furthermore, neither
16 the COUNTY nor the CITY may terminate or withdraw from this Agreement while it remains in
17 effect.

18 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
19 APPLICATIONS.

20 The Riverside County Economic Development Agency, subject to approval of
21 COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to HUD, in
22 a timely manner, all reports and statements required by the ACT and the Federal regulations
23 promulgated by HUD to secure entitlement grant funding under the CDBG, HOME, and ESG
24 programs. This duty shall include the preparation and processing of COUNTY Housing,
25 Community, and Economic Development Needs Identification Report, Citizen Participation
26 Plan, the County Five-Year Consolidated Plan, One-Year Action Plan, Consolidated Annual
27 Performance and Evaluation Report (CAPER), and other related programs which satisfy the
28 application requirements of ACT and its regulations.

1 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
2 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

3 (a) COUNTY and CITY will comply with the applicable provisions of the
4 ACT and those federal regulations promulgated by HUD pursuant thereto, as the same currently
5 exists or may hereafter be amended. The COUNTY and CITY will take all actions necessary to
6 assure compliance with COUNTY's certifications required by Section 104 (b) of Title I of ACT.
7 COUNTY and CITY will comply with the provisions of the following: National Environmental
8 Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights
9 Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-
10 Gonzales National Affordable housing Act (Public Law 101-625); Section 109 Title I of the
11 Housing and Community Development Act of 1974 (42 U.S.C.§5309); Executive Order 11063,
12 as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation
13 Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.§4630, et. seq.); and
14 other federal or state statute or regulation applicable to the use of CDBG or HOME Investment
15 Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

16 (b) CITY agrees that CDBG funding for activities in, or in support of, CITY
17 are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or
18 impedes COUNTY actions to comply with its fair housing certification.

19 (c) CITY and COUNTY shall meet the citizen participation requirements of
20 24 CFR 570.301 and provide Riverside County citizens with all of the following:

21 i. The estimate of the amount of CDBG funds proposed to be used
22 for activities that will benefit persons of low and moderate-income;

23 ii. A plan for minimizing displacement of persons as a result of
24 activities assisted with CDBG funds and to assist persons actually displaced as a result of such
25 activities;

26 iii. A plan that provides for and encourages citizen participation, with
27 particular emphasis on participation by persons of low and moderate-incomes, residents of slum
28 and blighted areas, and of areas in which funds are proposed to be used, and provides for

1 participation of residents in low and moderate-income neighborhoods;

2 iv. Reasonable and timely access to local meetings, information, and
3 records relating to the grantee's proposed use of funds, as required by the regulations of the
4 Secretary, and relating to the actual use of funds under the ACT;

5 v. Provide for public meetings to obtain citizen views and to respond
6 to proposals and questions at all stages of the community development program, including at
7 least the development of needs, the review of proposed activities and review of program
8 performance. Meeting shall be held after adequate notice, at times and locations convenient to
9 potential or actual beneficiaries, and with accommodation for the disabled.

10 (d) CITY shall develop a community development plan, for the period of this
11 Agreement, which identifies community development and housing needs and specifies both short
12 and long-term community development objectives.

13 (e) CITY certifies, to the best of its knowledge and belief, that:

14 i. No Federal appropriated funds have been paid or will be paid, by
15 or on behalf of the CITY, to any person influencing or attempting to influence an officer or
16 employee of any agency, a Member of Congress, an officer or employee of Congress, or an
17 employee of a Member of Congress, in connection with the awarding of any Federal contract, the
18 making of any Federal grant, the making of any Federal loan, the entering into of any
19 cooperative agreement, and the extension, continuation, renewal, amendment or modification of
20 any Federal contract, grant, loan or cooperative agreement.

21 ii. If any funds other than Federally-appropriated funds have been
22 paid or will be paid to any person for influencing or attempting to influence an officer or
23 employee of any agency, a Member of Congress, an officer or employee of Congress, or an
24 employee of a Member of Congress, in connection with this Federal contract, grant, loan, or
25 cooperative agreement, the undersigned shall complete and submit standard Form-LLL,
26 "Disclosure Form to Report Lobbying", in accordance with its instructions.

27 iii. The CITY shall require that the language provided in Section
28 4(e)(i) and (ii) of this Agreement be included in the award documents for all sub-awards at all

1 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative
2 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification
3 is a material representation of fact upon which reliance was placed when this transaction was
4 made or entered into.

5 (f) In accordance with Section 519 of Public Law 101-144, (the 1990 HUD
6 Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy prohibiting
7 the use of excessive force by law enforcement agencies within its jurisdiction against any
8 individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is
9 enforcing applicable State and local laws against physically barring entrance to, or exit from, a
10 facility or location which is the subject of such non-violent civil rights demonstrations within its
11 jurisdiction.

12 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

13 The COUNTY's Board of Supervisors have adopted policies and procedures to
14 ensure efficient and effective administration of the CDBG, HOME, and ESG programs.
15 COUNTY will provide these policies and procedures to CITY within a reasonable time after this
16 Agreement's commencement date. COUNTY and City agree to comply with these said policies
17 and program objectives.

18 6. OTHER AGREEMENTS.

19 Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the
20 same requirements applicable to sub-recipients, including the requirement of a written agreement
21 set forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this
22 Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a
23 Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and
24 enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental
25 Agreement will set forth the time schedule for completion of said project(s) and any funding
26 sources, in addition to entitlement funds, that will be used in completing the project(s). If
27 substantial compliance with the completion schedule, due to unforeseen or uncontrollable
28 circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by

1 COUNTY. If COUNTY determines that substantial progress toward drawdown of funds is not
2 made during the term of the Supplemental Agreement, the entitlement funds associated with the
3 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,
4 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend
5 the completion schedule associated with the project(s), or to reprogram the entitlement funds
6 associated with the project(s), will not excuse CITY from complying with terms of this
7 Agreement.

8 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
9 DISTRIBUTION OF ENTITLEMENT FUNDS.

10 CITY agrees to submit to COUNTY, no later than the date specified by COUNTY
11 prior to each program year, the activities that the CITY desires to implement with its entitlement
12 funds, said designation to comply with statutory and regulatory provisions governing citizen's
13 participation. Said designation is to be reviewed by the COUNTY's Economic Development
14 Agency to determine that the projects are eligible under federal regulations for funding and
15 inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan and
16 consistent with both Federal and COUNTY policy governing use of Community Development
17 Block Grant (CDBG) funds.

18 Consistent with Paragraphs 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board
19 of Supervisors will make the final determination of the distribution and disposition of all CDBG
20 funds received by COUNTY pursuant to the Act.

21 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

22 CITY warrants that those officers, employees, and agents, retained by it and
23 responsible for implementing projects funded with CDBG have received, reviewed, and will
24 follow the Community Development Block Grant Manual that has been prepared and amended
25 by COUNTY, and by this reference, said Manual is incorporated herein and made a part hereof.

26 9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY
27 CONSTRUCTED WITH CDBG FUNDS.

28 When CDBG funds are used, in whole or in part, by CITY to acquire real

1 property or to construct a public facility, CITY will comply with the National Environmental
2 Policy Act of 1969 (42 U.S.C. §§4321, et seq.), the California Environmental Quality Act (Cal.
3 Pub. Resources Code §§21000, et seq.), the Uniform Relocation Assistance and Real Property
4 Acquisition Policies Act of 1970 (42 U.S.C. §§4630, et seq.), and the California Government
5 Code Sections 7260 et seq., as those Acts may be amended from time-to-time and any Federal or
6 state regulations issued to implement the aforementioned laws.

7 In addition, the following is to occur:

8 (a) Title to the real property shall vest in CITY;

9 (b) The real property title will be held by or the constructed facility will be
10 maintained by the CITY for the approved use until five years after the date that the project is
11 reported as "Completed" within the annual Consolidated Annual Performance and Evaluation
12 Report.

13 (c) While held by CITY, the real property or the constructed facility is to be
14 used exclusively for the purpose for which acquisition or construction was originally approved
15 by COUNTY;

16 (d) CITY shall provide timely notice to COUNTY of any action which would
17 result in a modification or change in the use of the real property purchased or improved, in whole
18 or in part, with CDBG or HOME funds from that planned at the time of acquisition or
19 improvement, including disposition.

20 (e) CITY shall provide timely notice to citizens and opportunity to comment
21 on any proposed modification or change;

22 (f) Written approval from COUNTY must be secured if the property or the
23 facility is to be put to an alternate use that is or is not consistent with federal regulations
24 governing CDBG funds;

25 (g) Should CITY desire during the five (5) year period to use the real property
26 or the constructed facility for a purpose not consistent with applicable federal regulations
27 governing CDBG funds or to sell the real property or facility, then:

1 (i) If CITY desires to retain title, it will have to reimburse either
2 COUNTY or the Federal government an amount that represents the percentage of current fair
3 market value that is identical to the percentage that CDBG funds initially comprised to when
4 the property was acquired or the facility was constructed;

5 (ii) If CITY sells the property or facility, or is required to sell the property
6 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of
7 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of
8 the monies paid to initially acquire the property or construct the facility. This percentage amount
9 will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

10
11 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE
12 OF CDBG FUNDS.

13 CITY shall inform COUNTY of any income generated by the expenditure of
14 CDBG funds received by CITY from COUNTY. CITY may not retain any program income so
15 generated. Any and all program income shall be returned to the County and may only be used
16 for eligible activities in accordance with all CDBG requirements, including all requirements for
17 citizen participation.

18 The COUNTY is required by HUD to monitor and report the receipt and use of all
19 program income. CITY is required to track, monitor, and report any and all program income as
20 requested by COUNTY.

21 11. TERMINATION.

22 Except as provided for in Paragraph 2, CITY and COUNTY cannot terminate or
23 withdraw from this Agreement while it remains in effect.

24 12. FORMER AGREEMENTS UTILIZING COMMUNITY
25 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

26 All agreements between CITY and COUNTY regarding the use of CDBG funds
27 for fiscal years 1975-76 through 2011-2012, and any Supplemental Agreements there under,
28 shall remain in full force and effect. If the language of this Agreement is in conflict or

1 inconsistent with the terms of any prior said agreements between CITY and COUNTY, the
2 language of this Agreement will be controlling.

3 13. INDEMNIFICATION

4 CITY agrees to indemnify, defend and hold harmless COUNTY and its
5 authorized officers, employees, agents, and volunteers from any and all claims, actions, losses,
6 damages, and/or liability arising from CITY acts, errors or omissions and for any costs or
7 expenses incurred by COUNTY on account of any claim therefore, except where such
8 indemnifications is prohibited by law. CITY shall promptly notify COUNTY in writing of the
9 occurrence of any such claims, actions, losses, damages, and/or liability.

10 CITY shall indemnify and hold harmless COUNTY against any liability, claims,
11 losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or
12 its successor that activities undertaken by CITY under the program(s) fail to comply with any
13 laws, regulations, or policies applicable thereto or that any funds billed by and disbursed to
14 CITY under this Agreement were improperly expended.

15 14. COMPLIANCE WITH LAWS AND REGULATIONS.

16 By executing this Agreement, the Parties hereby certify that they will adhere to
17 and comply with all federal, state and local laws, regulations and ordinances.

18 15. ENTIRE AGREEMENT.

19 It is expressly agreed that this Agreement embodies the entire agreement of the
20 Parties in relation to the subject matter hereof, and that no other agreement or understanding,
21 verbal or otherwise, relative to this subject matter, exists between the Parties at the time of
22 execution.

23 16. SEVERABILITY.

24 Each paragraph and provision of this Agreement is severable from each other
25 provision, and if any provision or part thereof is declared invalid, the remaining provisions shall
26 remain in full force and effect.

27 17. ASSIGNMENT.

28 The Parties will not make any sale, assignment, conveyance or lease of any trust

1 or power, or transfer in any other form with respect to this Agreement, without prior written
2 approval of the other Party.

3 18. INTERPRETATION AND GOVERNING LAW.

4 This Agreement and any dispute arising hereunder shall be governed by and
5 interpreted in accordance with the laws of the State of California. This Agreement shall be
6 construed as a whole according to its fair language and common meaning to achieve the
7 objectives and purposes of the Parties hereto, and the rule of construction to the effect that
8 ambiguities are to be resolved against the drafting Party shall not be employed in interpreting
9 this Agreement, all Parties having been represented by counsel in the negotiation and
10 preparation hereof.

11 19. WAIVER.

12 Failure by a Party to insist upon the strict performance of any of the provisions
13 of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the
14 default of the other Party, shall not constitute a waiver of such Party's right to insist and demand
15 strict compliance by the other Party with the terms of this Agreement thereafter.

16 20. JURISDICTION AND VENUE.

17 Any action at law or in equity arising under this Agreement or brought by a Party
18 hereto for the purpose of enforcing, construing or determining the validity of any provision of
19 this Agreement shall be filed in the consolidated Courts of Riverside County, State of
20 California, and the Parties hereto waive all provisions of law providing for the filing, removal or
21 change of venue to any other court or jurisdiction.

22 21. AMENDMENTS

23 No change, amendment, or modification to the Agreement shall be valid or
24 binding upon CITY or COUNTY unless such change, amendment, or modification is in writing
25 and duly executed. CITY and COUNTY agree to adopt any necessary amendments to this
26 Agreement to incorporate changes required by HUD as set forth in the Urban County
27 Qualification Notice. Amendments must be submitted to HUD as provided in the Urban
28 County Qualification Notice and failure to do so will void the automatic renewal for such

1 qualification period.

2 22. AUTHORITY TO EXECUTE.

3 The persons executing this Agreement or exhibits attached hereto on behalf of
4 the Parties to this Agreement hereby warrant and represent that they have the authority to
5 execute this Agreement and warrant and represent that they have the authority to bind the
6 respective Parties to this Agreement to the performance of its obligations hereunder.

7 23. INCORPORATION OF RECITALS

8 The Parties hereby affirm the facts set forth in the recitals above. Said recitals
9 are incorporated herein and made an operative part of this Agreement.

10
11 **IN WITNESS WHEREOF**, the COUNTY and CITY have executed this
12 Agreement on the date shown below.

13
14 ATTEST:

15
16 Kecia Ihem-Harper
17 Clerk of the Board

COUNTY OF RIVERSIDE

18 By: _____

By: _____ for

19 Bob Buster, Chairman
20 Board of Supervisors
21 Rob Field, Assistant County
22 Executive Officer/EDA

23 Date: _____

24 ATTEST:

CITY OF

25
26 By: _____
27 City Clerk

By: _____
Mayor

28 Date: _____

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COUNTY COUNSEL CERTIFICATION

The Office of County Counsel hereby certifies that the terms and provisions of this Agreement are fully-authorized under state and local law and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities specifically urban renewal and publicly assisted housing.

Pamela J. Walls
County Counsel

By: _____
Deputy, Anita Willis

FORM APPROVED COUNTY COUNSEL
BY: *Anita Willis* 028-11
ANITA C. WILLIS DATE

s:\cdbg\12-15 urban county program\coop agreement 2012-2015.docx

Exhibit B

1 **JOINT RECIPIENT COOPERATION AGREEMENT**
2 **FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,**
3 **FOR FISCAL YEARS 2012-13, 2013-14, 2014-15**

4 This Cooperation Agreement hereinafter referred to as "Agreement" is made and entered
5 into this ____ day of _____ 2011, by and between the COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF
7 LAKE ELSINORE, an incorporated municipality within the geographical boundaries of the
8 COUNTY, hereinafter referred to as "CITY," who together are sometimes referred to herein
9 individually as "Party" or collectively as the "Parties."

10 **RECITALS**

11 **WHEREAS**, the Housing and Community Development Act of 1974, as amended
12 (Public Law 93-383), hereinafter called "ACT", provides that Community Development Block
13 Grant, funds hereinafter referred to as "CDBG", may be used for the support of activities that
14 provide decent housing, suitable living environments, and expanded economic opportunities
15 principally for persons of low and moderate-income; and

16 **WHEREAS**, CDBG regulations require counties to re-qualify as an Urban County under
17 the CDBG program every three years; and

18 **WHEREAS**, the City has attained Metropolitan City status under the "ACT", and the
19 CITY desires to participate in the COUNTY's Urban County program as a joint recipient; and

20 **WHEREAS**, the execution of this Agreement is necessary to include CITY as a
21 Metropolitan City under COUNTY's Urban County CDBG program.

22 **NOW THEREFORE**, in consideration of the mutual covenants herein set forth and the
23 mutual benefits to be derived there from, the parties agree as follows:

24 1. GENERAL.

25 This Agreement gives COUNTY authority to undertake, or assist in undertaking,
26 activities for Fiscal Years 2012-13, 2013-14, and 2014-15, that will be funded from the CDBG
27 program and from any program income generated from the expenditure of such funds.
28 COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking, community

1 renewal and lower-income housing assistance activities. COUNTY is qualified as an "Urban
2 County" under the ACT. CITY, by executing this Agreement, hereby gives notice of its election
3 to participate in an Urban County Community Development Block Grant program, hereinafter
4 referred to as "CDBG programs".

5 By executing this Agreement, CITY understands that it may not apply for grants
6 from appropriations under the Small Cities or State CDBG Programs for fiscal years during the
7 period in which it participates in the Urban County's CDBG program. Pursuant to 24 CFR
8 92.101, the CITY will form a HOME Investment Partnership Act (HOME) Consortium with the
9 COUNTY in order to be considered for HOME funding through the COUNTY. The CITY may
10 apply for Emergency Shelter Grants from the State of California, if permitted by the State.

11 2. TERM.

12 The term of this Agreement shall be for three (3) years commencing on July 1,
13 2012, through June 30, 2015, unless an earlier date of termination is fixed by U.S. Department of
14 Housing and Urban Development, hereinafter called HUD, pursuant to ACT.

15 This Agreement will be automatically renewed for participation in successive
16 three-year qualification periods, unless the COUNTY or the CITY provides written notice to the
17 other Party that it elects not to participate in the next three-year Urban County program.
18 COUNTY will notify CITY of CITY's right not to participate in the next three-year period no
19 later than the date specified by HUD in the *Urban County Qualification Notice*. CITY shall
20 notify COUNTY no later than the date specified in COUNTY's notification that CITY elects not
21 to participate in the next three-year Urban County Program. COUNTY will send copies of all
22 notifications required by this Paragraph to the HUD Field Office.

23 The terms of this Agreement shall remain in effect until the CDBG funds and
24 program income received with respect to activities carried out during the three-year qualification
25 period are expended and the funded activities completed. Furthermore, neither the COUNTY nor
26 the CITY may terminate or withdraw from this Agreement while it remains in effect.

1 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
2 APPLICATIONS.

3 The Riverside County Economic Development Agency, subject to approval of
4 COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to HUD, in
5 a timely manner, all reports and statements required by the ACT and the Federal regulations
6 promulgated by HUD to secure entitlement grant funding under the CDBG, HOME, and ESG
7 programs. This duty shall include the preparation and processing of COUNTY Housing,
8 Community, and Economic Development Needs Identification Report, Citizen Participation
9 Plan, the County Five-Year Consolidated Plan, One-Year Action Plan, Consolidated Annual
10 Performance and Evaluation Report (CAPER), and other related programs which satisfy the
11 application requirements of ACT and its regulations.

12 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
13 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

14 (a) COUNTY and CITY will comply with the applicable provisions of the
15 ACT and those federal regulations promulgated by HUD pursuant thereto, as the same currently
16 exists or may hereafter be amended. The COUNTY and CITY will take all actions necessary to
17 assure compliance with COUNTY's certifications required by Section 104 (b) of Title I of ACT.
18 COUNTY and CITY will comply with the provisions of the following: National Environmental
19 Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights
20 Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-
21 Gonzales National Affordable housing Act (Public Law 101-625); Section 109 Title I of the
22 Housing and Community Development Act of 1974 (42 U.S.C.§5309); Executive Order 11063,
23 as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation
24 Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.§4630, et. seq.); and
25 other federal or state statute or regulation applicable to the use of CDBG or HOME Investment
26 Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

1 (b) CITY agrees that CDBG funding for activities in, or in support of, CITY
2 are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or
3 impedes COUNTY actions to comply with its fair housing certification.

4 (c) CITY and COUNTY shall meet the citizen participation requirements of
5 24 CFR 570.301 and provide Riverside County citizens with all of the following:

6 i. The estimate of the amount of CDBG funds proposed to be used
7 for activities that will benefit persons of low and moderate-income;

8 ii. A plan for minimizing displacement of persons as a result of
9 activities assisted with CDBG funds and to assist persons actually displaced as a result of such
10 activities;

11 iii. A plan that provides for and encourages citizen participation, with
12 particular emphasis on participation by persons of low and moderate-incomes, residents of slum
13 and blighted areas, and of areas in which funds are proposed to be used, and provides for
14 participation of residents in low and moderate-income neighborhoods;

15 iv. Reasonable and timely access to local meetings, information, and
16 records relating to the grantee's proposed use of funds, as required by the regulations of the
17 Secretary, and relating to the actual use of funds under the ACT;

18 v. Provide for public meetings to obtain citizen views and to respond
19 to proposals and questions at all stages of the community development program, including at
20 least the development of needs, the review of proposed activities and review of program
21 performance. Meeting shall be held after adequate notice, at times and locations convenient to
22 potential or actual beneficiaries, and with accommodation for the disabled.

23 (d) CITY shall develop a community development plan, for the period of this
24 Agreement, which identifies community development and housing needs and specifies both short
25 and long-term community development objectives.

26 (e) CITY certifies, to the best of its knowledge and belief, that:

27 i. No Federal appropriated funds have been paid or will be paid, by
28 or on behalf of the CITY, to any person influencing or attempting to influence an officer or

1 employee of any agency, a Member of Congress, an officer or employee of Congress, or an
2 employee of a Member of Congress, in connection with the awarding of any Federal contract, the
3 making of any Federal grant, the making of any Federal loan, the entering into of any
4 cooperative agreement, and the extension, continuation, renewal, amendment or modification of
5 any Federal contract, grant, loan or cooperative agreement.

6 ii. If any funds other than Federally-appropriated funds have been
7 paid or will be paid to any person for influencing or attempting to influence an officer or
8 employee of any agency, a Member of Congress, an officer or employee of Congress, or an
9 employee of a Member of Congress, in connection with this Federal contract, grant, loan, or
10 cooperative agreement, the undersigned shall complete and submit standard Form-LLL,
11 "Disclosure Form to Report Lobbying", in accordance with its instructions.

12 iii. The CITY shall require that the language provided in Section
13 4(e)(i) and (ii) of this Agreement be included in the award documents for all sub-awards at all
14 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative
15 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification
16 is a material representation of fact upon which reliance was placed when this transaction was
17 made or entered into.

18 (f) In accordance with Section 519 of Public Law 101-144, (the 1990 HUD
19 Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy prohibiting
20 the use of excessive force by law enforcement agencies within its jurisdiction against any
21 individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is
22 enforcing applicable State and local laws against physically barring entrance to, or exit from, a
23 facility or location which is the subject of such non-violent civil rights demonstrations within its
24 jurisdiction.

25 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

26 The COUNTY's Board of Supervisors have adopted policies and procedures to
27 ensure efficient and effective administration of the CDBG program. COUNTY will provide these
28

1 policies and procedures to CITY within a reasonable time after this Agreement's commencement
2 date. COUNTY and City agree to comply with these said policies and program objectives.

3 6. OTHER AGREEMENTS.

4 Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the
5 same requirements applicable to sub-recipients, including the requirement of a written agreement
6 set forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this
7 Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a
8 Metropolitan City Supplemental Agreement, that will have a term coinciding with a CDBG
9 Program Year and enumerate the project(s) CITY will implement with its entitlement funds.
10 Said Supplemental Agreement will set forth the time schedule for completion of said project(s)
11 and any funding sources, in addition to entitlement funds, that will be used in completing the
12 project(s). If substantial compliance with the completion schedule, due to unforeseen or
13 uncontrollable circumstances, cannot be met by CITY, the schedule for the project(s) may be
14 extended by COUNTY. If COUNTY determines that substantial progress toward drawdown of
15 funds is not made during the term of the Supplemental Agreement, the entitlement funds
16 associated with the project(s) may be reprogrammed by COUNTY, to other activities as
17 determined by COUNTY, after COUNTY provides appropriate written notice to CITY.
18 COUNTY's decision not to extend the completion schedule associated with the project(s), or to
19 reprogram the entitlement funds associated with the project(s), will not excuse CITY from
20 complying with terms of this Agreement.

21 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
22 DISTRIBUTION OF ENTITLEMENT FUNDS.

23 CITY agrees to submit to COUNTY, no later than the date specified by COUNTY
24 prior to each program year, the activities that the CITY desires to implement with its entitlement
25 funds, said designation to comply with statutory and regulatory provisions governing citizen's
26 participation. Said designation is to be reviewed by the COUNTY's Economic Development
27 Agency to determine that the projects are eligible under federal regulations for funding and
28 inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan and

1 consistent with both Federal and COUNTY policy governing use of Community Development
2 Block Grant (CDBG) funds.

3 Consistent with Paragraphs 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board
4 of Supervisors will make the final determination of the distribution and disposition of all CDBG
5 funds received by COUNTY pursuant to the Act.

6 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

7 CITY warrants that those officers, employees, and agents, retained by it and
8 responsible for implementing projects funded with CDBG have received, reviewed, and will
9 follow the Community Development Block Grant Manual that has been prepared and amended
10 by COUNTY, and by this reference, said Manual is incorporated herein and made a part hereof.

11 9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY
12 CONSTRUCTED WITH CDBG FUNDS.

13 When CDBG funds are used, in whole or in part, by CITY to acquire real
14 property or to construct a public facility, CITY will comply with the National Environmental
15 Policy Act of 1969 (42 U.S.C. §§4321, et seq.), the California Environmental Quality Act (Cal.
16 Pub. Resources Code §§21000, et seq.), the Uniform Relocation Assistance and Real Property
17 Acquisition Policies Act of 1970 (42 U.S.C. §§4630, et seq.), and the California Government
18 Code Sections 7260 et seq., as those Acts may be amended from time-to-time and any Federal or
19 state regulations issued to implement the aforementioned laws.

20 In addition, the following is to occur:

21 (a) Title to the real property shall vest in CITY;

22 (b) The real property title will be held by or the constructed facility will be
23 maintained by the CITY for the approved use until five years after the date that the project is
24 reported as "Completed" within the annual Consolidated Annual Performance and Evaluation
25 Report.

26 (c) While held by CITY, the real property or the constructed facility is to be
27 used exclusively for the purpose for which acquisition or construction was originally approved
28 by COUNTY;

1 (d) CITY shall provide timely notice to COUNTY of any action which would
2 result in a modification or change in the use of the real property purchased or improved, in whole
3 or in part, with CDBG or HOME funds from that planned at the time of acquisition or
4 improvement, including disposition.

5 (e) CITY shall provide timely notice to citizens and opportunity to comment
6 on any proposed modification or change;

7 (f) Written approval from COUNTY must be secured if the property or the
8 facility is to be put to an alternate use that is or is not consistent with federal regulations
9 governing CDBG funds;

10 (g) Should CITY desire during the five (5) year period to use the real property
11 or the constructed facility for a purpose not consistent with applicable federal regulations
12 governing CDBG funds or to sell the real property or facility, then:

13 (i) If CITY desires to retain title, it will have to reimburse either
14 COUNTY or the Federal government an amount that represents the percentage of current fair
15 market value that is identical to the percentage that CDBG funds initially comprised to when
16 the property was acquired or the facility was constructed;

17 (ii) If CITY sells the property or facility, or is required to sell the property
18 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of
19 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of
20 the monies paid to initially acquire the property or construct the facility. This percentage amount
21 will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

22 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE
23 OF CDBG FUNDS.

24 CITY shall inform COUNTY of any income generated by the expenditure of
25 CDBG funds received by CITY from COUNTY. CITY may retain program income so generated
26 and may only be used for eligible activities, as determined by the COUNTY, in accordance with
27 all CDBG requirements, including all requirements for citizen participation.
28

1 The COUNTY is required by HUD to monitor and report the receipt and use of all
2 program income. CITY is required to track, monitor, and report any and all program income as
3 requested by COUNTY.

4 11. TERMINATION.

5 Except as provided for in Paragraph 2, CITY and COUNTY cannot terminate or
6 withdraw from this Agreement while it remains in effect.

7 12. FORMER AGREEMENTS UTILIZING COMMUNITY
8 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

9 All agreements between CITY and COUNTY regarding the use of CDBG funds
10 for fiscal years 1975-76 through 2011-2012, and any Supplemental Agreements there under,
11 shall remain in full force and effect. If the language of this Agreement is in conflict or
12 inconsistent with the terms of any prior said agreements between CITY and COUNTY, the
13 language of this Agreement will be controlling.

14 13. INDEMNIFICATION

15 CITY agrees to indemnify, defend and hold harmless COUNTY and its
16 authorized officers, employees, agents, and volunteers from any and all claims, actions, losses,
17 damages, and/or liability arising from CITY acts, errors or omissions and for any costs or
18 expenses incurred by COUNTY on account of any claim therefore, except where such
19 indemnifications is prohibited by law. CITY shall promptly notify COUNTY in writing of the
20 occurrence of any such claims, actions, losses, damages, and/or liability.

21 CITY shall indemnify and hold harmless COUNTY against any liability, claims,
22 losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or
23 its successor that activities undertaken by CITY under the program(s) fail to comply with any
24 laws, regulations, or policies applicable thereto or that any funds billed by and disbursed to
25 CITY under this Agreement were improperly expended.

26
27 14. COMPLIANCE WITH LAWS AND REGULATIONS.
28

1 By executing this Agreement, the Parties hereby certify that they will adhere to
2 and comply with all federal, state and local laws, regulations and ordinances.

3 15. ENTIRE AGREEMENT.

4 It is expressly agreed that this Agreement embodies the entire agreement of the
5 Parties in relation to the subject matter hereof, and that no other agreement or understanding,
6 verbal or otherwise, relative to this subject matter, exists between the Parties at the time of
7 execution.

8 16. SEVERABILITY.

9 Each paragraph and provision of this Agreement is severable from each other
10 provision, and if any provision or part thereof is declared invalid, the remaining provisions shall
11 remain in full force and effect.

12 17. ASSIGNMENT.

13 The Parties will not make any sale, assignment, conveyance or lease of any trust
14 or power, or transfer in any other form with respect to this Agreement, without prior written
15 approval of the other Party.

16 18. INTERPRETATION AND GOVERNING LAW.

17 This Agreement and any dispute arising hereunder shall be governed by and
18 interpreted in accordance with the laws of the State of California. This Agreement shall be
19 construed as a whole according to its fair language and common meaning to achieve the
20 objectives and purposes of the Parties hereto, and the rule of construction to the effect that
21 ambiguities are to be resolved against the drafting Party shall not be employed in interpreting
22 this Agreement, all Parties having been represented by counsel in the negotiation and
23 preparation hereof.

24 19. WAIVER.

25 Failure by a Party to insist upon the strict performance of any of the provisions
26 of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the
27 default of the other Party, shall not constitute a waiver of such Party's right to insist and demand
28 strict compliance by the other Party with the terms of this Agreement thereafter.

1 20. JURISDICTION AND VENUE.

2 Any action at law or in equity arising under this Agreement or brought by a Party
3 hereto for the purpose of enforcing, construing or determining the validity of any provision of
4 this Agreement shall be filed in the consolidated Courts of Riverside County, State of
5 California, and the Parties hereto waive all provisions of law providing for the filing, removal or
6 change of venue to any other court or jurisdiction.

7 21. AMENDMENTS

8 No change, amendment, or modification to the Agreement shall be valid or
9 binding upon CITY or COUNTY unless such change, amendment, or modification is in writing
10 and duly executed. CITY and COUNTY agree to adopt any necessary amendments to this
11 Agreement to incorporate changes required by HUD as set forth in the Urban County
12 Qualification Notice. Amendments must be submitted to HUD as provided in the Urban
13 County Qualification Notice and failure to do so will void the automatic renewal for such
14 qualification period.

15 22. SPECIAL PROVISIONS FOR METROPOLITAIN CITY/URBAN
16 COUNTY JOINT RECIPIENT:

17 (a) The CITY is part of the Urban County Program for purposes of planning
18 and implementation for the entire period of the Urban County Qualification for program years
19 2012-13, 2013-14, and 2014-15 under the CDBG program.

20 (b) HUD will consider the CITY as a unit of general local government that is
21 part of the COUNTY's Urban County program.

22 (c) HUD shall determine the annual amount of CDBG allocation to which
23 the CITY is entitled, and the COUNTY will be the grant recipient.

24 (d) The CITY's allocation will be that portion of the total annual allocation
25 as specified by written notice from HUD, less twelve percent (12%) to be retained by the
26 COUNTY for administration of the Urban County CDBG program.

27 (e) All other terms and conditions applicable to an Urban County
28 participating city shall apply to the CITY including automatic renewal provisions found in

1 Paragraph 2 of this Agreement unless prohibited by HUD.

2 23. AUTHORITY TO EXECUTE.

3 The persons executing this Agreement or exhibits attached hereto on behalf of
4 the Parties to this Agreement hereby warrant and represent that they have the authority to
5 execute this Agreement and warrant and represent that they have the authority to bind the
6 respective Parties to this Agreement to the performance of its obligations hereunder.

7 24. INCORPORATION OF RECITALS

8 The Parties hereby affirm the facts set forth in the recitals above. Said recitals
9 are incorporated herein and made an operative part of this Agreement.

10 **IN WITNESS WHEREOF**, the COUNTY and CITY have executed this
11 Agreement on the date shown below.

12
13 ATTEST:

14
15 Kecia Ihem-Harper
16 Clerk of the Board

COUNTY OF RIVERSIDE

17 By: _____

17 By: _____ for

18 Bob Buster, Chairman
19 Board of Supervisors
20 Rob Field, Assistant County
21 Executive Officer/EDA

21 Date: _____

22
23 ATTEST:

CITY OF LAKE ELSINORE

24
25 By: _____
26 City Clerk

25 By: _____
26 Mayor

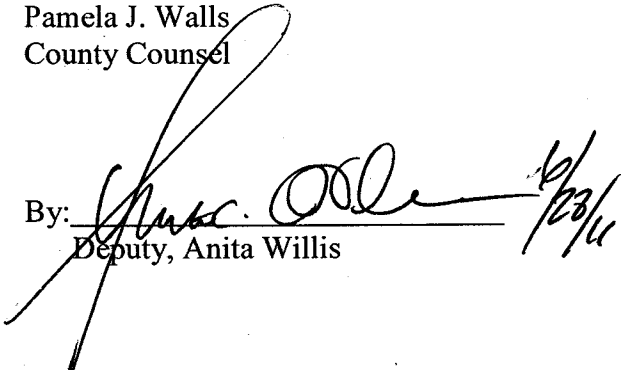
27 Date: _____

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COUNTY COUNSEL CERTIFICATION

The Office of County Counsel hereby certifies that the terms and provisions of this Agreement are fully-authorized under state and local law and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities specifically urban renewal and publicly assisted housing.

Pamela J. Walls
County Counsel

By:  12/23/14
Deputy, Anita Willis

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