

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

980



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
July 2, 2014

**SUBJECT:** Adoption of Resolution No. 2014-139 Approving the Community Development Block Grant Program, HOME Investment Partnership Program and Emergency Solutions Grant Program Cooperation Agreements With Various Participating Cities for Federal Fiscal Years 2015, 2016, and 2017, All Districts, [\$0]

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

1. Adopt Resolution No. 2014-139 approving the Cooperation Agreements between the County of Riverside (County) and the Participating Cities (as defined in the attached Summary) for the Community Development Block Grant (CDBG) Program, HOME Investment Partnership Program (HOME), and the Emergency Solutions Grant (ESG) Program attached hereto as Exhibit A (Cooperation Agreements), and approving the Joint Recipient Cooperation Agreement between the County and the City of Lake Elsinore for the Community Development Block Grant Program attached hereto as Exhibit B (Joint Recipient Cooperation Agreement);

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> N/A				<b>Budget Adjustment:</b> No	
				For Fiscal Year: 2015/16-2016/17	

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

APPROVE

BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: July 15, 2014  
xc: EDA

Kecja Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-18

FORM APPROVED COUNTY COUNSEL  
BY:   
DATE: 7/2/14  
JWAILA R. BROWN

Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Economic Development Agency

**FORM 11:** : Adoption of Resolution No. 2014-139 Approving the Community Development Block Grant Program, HOME Investment Partnership Program and Emergency Solutions Grant Program Cooperation Agreements With Various Participating Cities for Federal Fiscal Years 2015, 2016, and 2017, All Districts, [\$0]

**DATE:** July 2, 2014

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

2. Authorize the Assistant County Executive Officer/EDA or designee to sign the Cooperation Agreements upon execution by the Participating Cities (as defined in the attached Summary), provided each cooperation agreement substantially conforms in form and substance to Exhibit A and is approved as to form by County Counsel; and
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, provided the Joint Recipient Cooperation Agreement substantially conforms in form and substance to Exhibit B and is approved as to form by County Counsel.

**BACKGROUND:**

**Summary**

The U.S. Department of Housing and Urban Development (HUD) has designated the County of Riverside as qualifying for Urban County status for purposes of the CDBG, HOME, and ESG programs. HUD has also determined that the County of Riverside possesses the essential community development and housing assistance powers for the unincorporated areas of the County. 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 2, 2014, 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 2015, 2016, and 2017 (collectively the, Participating Cities):

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

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 cooperating city.

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. The Joint Recipient 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.

(Continued)

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

Economic Development Agency

**FORM 11:** : Adoption of Resolution No. 2014-139 Approving the Community Development Block Grant Program, HOME Investment Partnership Program and Emergency Solutions Grant Program Cooperation Agreements With Various Participating Cities for Federal Fiscal Years 2015, 2016, and 2017, All Districts, [\$0]

**DATE:** July 2, 2014

**PAGE:** 3 of 3

**BACKGROUND:**

**Summary** (Continued)

Staff recommends approval and adoption of the resolutions and approval of the signing authorization for the Assistant County Executive Officer/EDA or designee.

**Impact on Citizens and Businesses**

The Cooperation Agreements between the County and the participating cities are necessary to allow the expenditure of Community Planning Development (CPD) funds within the cities' jurisdictions. The CPD funds, together with other resources, will be used to: provide a suitable living environment through safer, more livable neighborhoods, greater incorporation of lower-income residents throughout Riverside County communities, increased housing opportunities, and reinvestment in deteriorating neighborhoods; provide decent housing by increasing the availability of affordable housing for persons of low- and moderate-income, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing; and expand economic opportunities through more jobs paying self-sufficiency wages, homeownership opportunities, development activities that promote long-term community feasibility, and the empowerment of lower-income persons to achieve self-sufficiency.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The CDBG, ESG, and HOME programs are 100% Federally-funded through HUD's CPD Programs. Portions of these grants include funding for administrative costs. No County General Funds will be used to administer these federal grants.

**ATTACHMENTS:**

Exhibit A - Cooperation Agreement for 2015, 2016, and 2107

Exhibit B - Joint Recipient Cooperation Agreement for 2015, 2016, and 2017

Exhibit C - Resolution No. 2014-139

2  
3 RESOLUTION NO. 2014-139

4 APPROVING THE COOPERATION AGREEMENTS WITH PARTICIPATING CITIES  
5 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT  
6 PARTNERSHIP PROGRAM AND THE EMERGENCY SOLUTIONS GRANT AND THE  
7 JOINT RECIPIENT COOPERATION AGREEMENT WITH THE METROPOLITAN CITY  
8 OF LAKE ELSINORE FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT

9 WHEREAS, certain eligible cities in Riverside County have elected to participate  
10 within the Urban County Program of the County of Riverside for Federal Fiscal Years 2015-  
11 2016, 2016-2017, and 2017-2018; and

12 WHEREAS, the eligible cities include the following, Banning, Beaumont, Blythe,  
13 Canyon Lake, Coachella, Desert Hot Springs, Eastvale, Indian Wells, Jurupa Valley, La Quinta,  
14 Murrieta, Norco, San Jacinto, and Wildomar (collectively the, "Participating Cities" and  
15 individually a "Participating City");

16 WHEREAS, the Board of Supervisors desire to enter into individual cooperation  
17 agreements with the Participating Cities conforming in form and substance to Exhibit A attached  
18 hereto ("Cooperation Agreements") to allow the Participating Cities to carry out activities which  
19 are funded by the Community Development Block Grant, HOME Investment Partnership  
20 Program, and the Emergency Solutions Grant, and allow these Participating Cities to participate  
21 in the Urban County Consolidated Planning Programs;

22 WHEREAS, an urban county and any metropolitan city located in whole or in  
23 part within the county can be included as part of the urban county for purposes of planning and  
24 implementing a joint community development and housing assistance program; and

25 WHEREAS, the Board of Supervisors desire to enter into a Joint Recipient  
26 Cooperation Agreement with the metropolitan City of Lake Elsinore conforming in form and  
27 substance to Exhibit B attached hereto ("Joint Recipient Cooperation Agreement") to carry out  
28 activities which are funded by Community Development Block Grant program and allow the  
City of Lake Elsinore to participate in the Urban County Consolidated Planning Programs.

1 NOW, THEREFORE BE IT RESOLVED, FOUND AND DETERMINED, by the  
2 Board of Supervisors of the County of Riverside sitting in regular session on July 15, 2014, that

- 3 1. The above recitals are true and correct.
- 4 2. The form of Cooperation Agreement to be entered into by and between the  
5 County and each Participating City attached hereto as Exhibit A and  
6 incorporated herein by this reference is hereby approved.
- 7 3. The Joint Recipient Cooperation Agreement to be entered into by and  
8 between the County and the City of Lake Elsinore attached hereto as  
9 Exhibit B and incorporated herein by this reference is hereby approved.
- 10 4. The Assistant County Executive Officer/EDA or designee is hereby  
11 authorized to execute each Cooperation Agreement on behalf of the  
12 County, provided each agreement is first signed by the Participating City,  
13 substantially conforms in form and substance to Exhibit A, and is  
14 approved as to form by County Counsel.
- 15 5. The Assistant County Executive Officer/EDA or designee is hereby  
16 authorized to execute the Joint Recipient Cooperation Agreement attached  
17 hereto as Exhibit B on behalf of the County, provided the agreement is  
18 first signed by the City of Lake Elsinore and is approved as to form by  
19 County Counsel.
- 20 6. Each Cooperation Agreement and the Joint Recipient Cooperation  
21 Agreement shall be effective on the date the Assistant County Executive  
22 Officer/EDA or designee executes such agreement.

23  
24 S:\CDBG\15-18 Urban County Program\BOS Resolution

25  
26 FORM APPROVED COUNTY COUNSEL

27 BY: Jhaila R. Brown 7-2-14  
DATE

28 ROLL CALL:

Ayes: Jeffries, 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 Super-  
visors on the date therein set forth.

KECIA WARDEN-HEIN Clerk of said Board  
By: [Signature] Deputy

**COOPERATION AGREEMENT  
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,  
HOME INVESTMENT PARTNERSHIP PROGRAM, AND EMERGENCY SOLUTIONS  
GRANT FOR FISCAL YEARS 2015-16, 2016-17, 2017-18**

This Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnership Program, and the Emergency Solutions Grant for Fiscal Years 2015-16, 2016-17, 2017-18, hereinafter referred to as "Agreement," is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 Investment Partnerships Act program, hereinafter referred to as "HOME," was enacted as Title II of the National Affordable Housing Act of 1990, for the purposes of: expanding the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing; building State and local capacity to carry out affordable housing programs; and providing for coordinated assistance to participants in the development of affordable low-income housing; and

**WHEREAS**, the Emergency Solutions Grant, hereinafter referred to as "ESG," was authorized by the McKinney-Vento Homeless Assistance Act of 1987 and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. The objectives of the ESG program are to increase the number and quality of emergency shelters and

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

3 **WHEREAS**, CDBG regulations requires an eligible county to re-qualify as Urban  
4 County under the CDBG program every three (3) 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 2015-16, 2016-17, and 2017-18, that will be funded from the CDBG,  
13 HOME, and ESG programs and from any program income generated from the expenditure of  
14 such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking,  
15 community renewal and lower-income housing assistance activities. COUNTY is qualified as an  
16 "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives notice of its  
17 election to participate in an Urban County Community Development Block Grant program,  
18 hereinafter referred to as "CDBG programs".

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

25 2. TERM.

26 The term of this Agreement shall be for three (3) years commencing on July 1,  
27 2015, through June 30, 2018, unless an earlier date of termination is fixed by U.S. Department of  
28 Housing and Urban Development, hereinafter referred to as HUD, pursuant to ACT.

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

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

14 3. PREPARATION OF FEDERALLY REQUIRED FUNDING  
15 APPLICATIONS.

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

25 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND  
26 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

27 (a) COUNTY and CITY will comply with the applicable provisions of the  
28 ACT and those Federal regulations promulgated by HUD pursuant thereto, as the same currently



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

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

15 (c) CITY and COUNTY shall meet the citizen participation requirements of  
16 24 CFR 570.301 and provide Riverside County citizens with all of the following:

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

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

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

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

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

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

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

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

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

23 iii. The CITY shall require that the language provided in Section  
24 4(e)(i) and (ii) of this Agreement be included in the award documents for all sub-awards at all  
25 tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative  
26 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification  
27 is a material representation of fact upon which reliance was placed when this transaction was  
28 made or entered into.

1 (f) CITY certifies that it has adopted and is enforcing a policy prohibiting the  
2 use of excessive force by law enforcement agencies within its jurisdiction against any individuals  
3 engaged in non-violent civil rights demonstrations, and that it has adopted and is enforcing  
4 applicable State and local laws against physically barring entrance to, or exit from, a facility or  
5 location which is the subject of such non-violent civil rights demonstrations within its  
6 jurisdiction.

7 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

8 The COUNTY's Board of Supervisors have adopted policies and procedures to  
9 ensure efficient and effective administration of the CDBG, HOME, and ESG programs.  
10 COUNTY will provide these policies and procedures to CITY within a reasonable time after this  
11 Agreement's commencement date. COUNTY and City agree to comply with these said policies  
12 and program objectives and to take no actions to obstruct implementation of the approved 2014-  
13 2019 Five Year Consolidated Plan.

14 6. OTHER AGREEMENTS.

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

1 the completion schedule associated with the project(s), or to reprogram the entitlement funds  
2 associated with the project(s), will not excuse CITY from complying with terms of this  
3 Agreement.

4 7. DETERMINATION OF PROJECTS TO BE FUNDED AND  
5 DISTRIBUTION OF ENTITLEMENT FUNDS.

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

14 In the event that CITY fails to submit to COUNTY the identified activities that  
15 the CITY desires to implement with its entitlement funds by the date specified prior to each  
16 program year, the COUNTY may determine the activities to be funded, without consent of the  
17 CITY, consistent with both Federal and COUNTY policy governing use of Community  
18 Development Block Grant (CDBG) funds.

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

22 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

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

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

8           In addition, the following is to occur:

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

10          (b)     The real property title will be held by or the constructed facility will be  
11 maintained by the CITY for the approved use until five (5) years after the date that the project is  
12 reported as "Completed" within the annual Consolidated Annual Performance and Evaluation  
13 Report.

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

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

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

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

26          (g)     Should CITY desire during the five (5) year period to use the real property  
27 or the constructed facility for a purpose not consistent with applicable Federal regulations  
28 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 the  
4 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 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE  
11 OF CDBG FUNDS.

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

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

20 11. TERMINATION.

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

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

25 All agreements between CITY and COUNTY regarding the use of CDBG funds  
26 for fiscal years 1975-76 through 2014-2015, and any Supplemental Agreements thereunder, shall  
27 remain in full force and effect. If the language of this Agreement is in conflict or inconsistent  
28

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

3 13. INDEMNIFICATION

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

10 Each Party shall indemnify and hold harmless the other Party against any liability,  
11 claims, losses, demands, and actions incurred by either Party as a result of the determination by  
12 HUD or its successor that activities undertaken by either Party under the program(s) fail to  
13 comply with any laws, regulations, or policies applicable thereto or that any funds billed by and  
14 disbursed to either Party 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. PROHIBITION OF CDBG FUND TRANSFER

23 The CITY may not sell, trade, or otherwise transfer all or any portion of the  
24 CDBG funds to another such cooperating city, metropolitan city, urban county, or Indian tribe,  
25 that directly receives CDBG funds in exchange for any other funds, credits, or non-Federal  
26 considerations. CITY must use the CDBG funds for activities eligible under Title I of the ACT.

27 22. AMENDMENTS

28 No change, amendment, or modification to the Agreement shall be valid or



1 binding upon CITY or COUNTY unless such change, amendment, or modification is in writing  
2 and duly executed. CITY and COUNTY agree to adopt any necessary amendments to this  
3 Agreement to incorporate changes required by HUD as set forth in the Urban County  
4 Qualification Notice. Amendments must be submitted to HUD as provided in the Urban County  
5 Qualification Notice and failure to do so will void the automatic renewal for such qualification  
6 period.

7 23. AUTHORITY TO EXECUTE.

8 The persons executing this Agreement or exhibits attached hereto on behalf of  
9 the Parties to this Agreement hereby warrant and represent that they have the authority to  
10 execute this Agreement and warrant and represent that they have the authority to bind the  
11 respective Parties to this Agreement to the performance of its obligations hereunder.

12 24. INCORPORATION OF RECITALS

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

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[Remainder of page intentionally blank]

[signatures on following page]

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

3  
4 Date: \_\_\_\_\_

5  
6 COUNTY OF RIVERSIDE,  
7 a political subdivision of the  
8 State of California

CITY OF XXXXXXXXXXXXXXX,

9 BY: \_\_\_\_\_  
10 Rob Field, Assistant County  
11 Executive Officer/EDA

BY: \_\_\_\_\_  
Mayor

12 APPROVED AS TO FORM:  
13 Pamela J. Walls, County Counsel

ATTEST:

14  
15 By: \_\_\_\_\_  
16 Jhaila R. Brown, Deputy County Counsel

BY: \_\_\_\_\_  
City Clerk

17 APPROVED AS TO FORM:

18  
19 BY: \_\_\_\_\_  
20 City Attorney

1 COUNTY COUNSEL CERTIFICATION

2  
3 The Office of County Counsel hereby certifies that the terms and provisions of this  
4 Agreement are fully-authorized under state and local law and that the Agreement provides full  
5 legal authority for the COUNTY to undertake, or assist in undertaking, essential community  
6 development and housing assistance activities specifically urban renewal and publicly assisted  
7 housing.

8 Pamela J. Walls  
9 County Counsel

10  
11 By: \_\_\_\_\_  
12 Deputy, Jhaila R. Brown

13  
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17 s:\cdbg\15-18 Urban County Program\Coop Agreement 2015-2018.docx

**JOINT RECIPIENT COOPERATION AGREEMENT  
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,  
FOR FISCAL YEARS 2015-16, 2016-17, 2017-18**

This Joint Recipient Cooperation Agreement for the Community Development Block Grant for Fiscal Years 2015-16, 2016-17, 2017-18, hereinafter referred to as "Agreement" is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF LAKE ELSINORE, 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**, CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years; and

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

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

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

1. **GENERAL.**

This Agreement gives COUNTY authority to undertake, or assist in undertaking, activities for Fiscal Years 2015-16, 2016-17, and 2017-18, that will be funded from the CDBG program and from any program income generated from the expenditure of such funds.

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

6 By executing this Agreement, CITY understands that it may not apply for grants  
7 from appropriations under the Small Cities or State CDBG Programs for fiscal years during the  
8 period in which it participates in the Urban County's CDBG program. Pursuant to 24 CFR  
9 92.101, the CITY may elect to form a HOME Investment Partnership Act (HOME) Consortium  
10 with the COUNTY in order to be considered for HOME funding through the COUNTY. The  
11 CITY will receive no Emergency Solutions Grant (ESG) funds from the County but may apply  
12 for ESG funds from the State of California, if permitted by the State.

13 2. TERM.

14 The term of this Agreement shall be for three (3) years commencing on July 1,  
15 2015, through June 30, 2018, unless an earlier date of termination is fixed by U.S. Department of  
16 Housing and Urban Development, hereinafter called HUD, pursuant to ACT.

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

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

1  
2           3.     PREPARATION OF FEDERALLY REQUIRED FUNDING  
3 APPLICATIONS.

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

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

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



1 date. COUNTY and City agree to comply with these said policies and program objectives and to  
2 take no actions to obstruct implementation of the approved 2104-2019 Five Year Consolidated  
3 Plan.

4 6. OTHER AGREEMENTS.

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

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

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

1 inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan and  
2 consistent with both Federal and COUNTY policy governing use of Community Development  
3 Block Grant (CDBG) funds.

4 In the event that CITY fails to submit to COUNTY the identified activities that  
5 the CITY desires to implement with its entitlement funds by the date specified prior to each  
6 program year, the COUNTY may determine the activities to be funded, without consent of the  
7 CITY, consistent with both Federal and COUNTY policy governing use of Community  
8 Development Block Grant (CDBG) funds.

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

12 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

17 9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY  
18 CONSTRUCTED WITH CDBG FUNDS.

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

26 In addition, the following is to occur:

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

28

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

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

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

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

14 (f) Written approval from COUNTY must be secured if the property or the  
15 facility is to be put to an alternate use that is or is not consistent with Federal regulations  
16 governing CDBG funds;

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

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

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

1           10.    DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE  
2 OF CDBG FUNDS.

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

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

10           11.    TERMINATION.

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

13           12.    FORMER        AGREEMENTS        UTILIZING        COMMUNITY  
14 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

15           All agreements between CITY and COUNTY regarding the use of CDBG funds  
16 for fiscal years 1975-76 through 2014-2015, and any Supplemental Agreements there under,  
17 shall remain in full force and effect. If the language of this Agreement is in conflict or  
18 inconsistent with the terms of any prior said agreements between CITY and COUNTY, the  
19 language of this Agreement will be controlling.

20           13.    INDEMNIFICATION

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

27           CITY shall indemnify and hold harmless COUNTY against any liability, claims,  
28 losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or

1 its successor that activities undertaken by CITY under the program(s) fail to comply with any  
2 laws, regulations, or policies applicable thereto or that any funds billed by and disbursed to  
3 CITY under this Agreement were improperly expended.

4 14. COMPLIANCE WITH LAWS AND REGULATIONS.

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

7 15. ENTIRE AGREEMENT.

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

12 16. SEVERABILITY.

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

16 17. ASSIGNMENT.

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

20 18. INTERPRETATION AND GOVERNING LAW.

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

28 19. WAIVER.

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

5 20. JURISDICTION AND VENUE.

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

11 21. AMENDMENTS

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

19 22. SPECIAL PROVISIONS FOR METROPOLITAN CITY/URBAN  
20 COUNTY JOINT RECIPIENT:

21 (a) The CITY is part of the Urban County Program for purposes of planning  
22 and implementation for the entire period of the Urban County Qualification for program years  
23 2015-16, 2016-17, and 2017-18 under the CDBG program.

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

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

28 (d) The CITY's allocation will be that portion of the total annual allocation

1 as specified by written notice from HUD, less \_\_\_\_\_ percent ( \_\_\_%) to be retained by the  
2 COUNTY for administration of the Urban County CDBG program.

3 (e) All other terms and conditions applicable to an Urban County  
4 participating city shall apply to the CITY including automatic renewal provisions found in  
5 Paragraph 2 of this Agreement unless prohibited by HUD.

6 23. PROHIBITION OF CDBG FUND TRANSFER

7 The CITY may not sell, trade, or otherwise transfer all or any portion of the  
8 CDBG funds to another such cooperating city, metropolitan city, urban county, or Indian tribe,  
9 that directly receives CDBG funds in exchange for any other funds, credits, or non-Federal  
10 considerations. CITY must use the CDBG funds for activities eligible under Title I of the ACT.

11 24. AUTHORITY TO EXECUTE.

12 The persons executing this Agreement or exhibits attached hereto on behalf of  
13 the Parties to this Agreement hereby warrant and represent that they have the authority to  
14 execute this Agreement and warrant and represent that they have the authority to bind the  
15 respective Parties to this Agreement to the performance of its obligations hereunder.

16 25. INCORPORATION OF RECITALS

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

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

21  
22  
23 [remainder of page intentionally blank]

24  
25 [signatures on following page]

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

3  
4 Date: \_\_\_\_\_

5  
6 COUNTY OF RIVERSIDE,  
7 a political subdivision of the  
8 State of California

CITY OF LAKE ELSINORE,  
-----  
-----

9  
10 BY: \_\_\_\_\_  
11 Rob Field, Assistant County  
12 Executive Officer/EDA

BY: \_\_\_\_\_  
Mayor

13  
14 APPROVED AS TO FORM:  
15 Pamela J. Walls, County Counsel

ATTEST:

16  
17 By: \_\_\_\_\_  
18 Jhaila R. Brown, Deputy County Counsel

BY: \_\_\_\_\_  
City Clerk

19  
20 APPROVED AS TO FORM:

21  
22 BY: \_\_\_\_\_  
23 City Attorney



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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, Jhaila Brown

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