

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



ITEM  
3.16  
(ID # 4466)

**MEETING DATE:**

Tuesday, July 11, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Adopt Resolution No. 2017-104 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 2018, 2019, and 2020, All Districts, [\$0];

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

1. Adopt Resolution No. 2017-104 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);
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

**ACTION:** Policy

Robert Field, Assistant County Executive Officer/EDA


6/8/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: July 11, 2017  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

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

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

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.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2018/19 – 2020/21	

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

**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 May 30, 2017, 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 2018, 2019, and 2020 (collectively the Participating Cities):

Banning	Desert Hot Springs	Norco
Baumont	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 cooperating city.

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STATE OF CALIFORNIA**

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.

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 Residents 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:**

Resolution No. 2017-104

Exhibit A – Cooperation Agreements for 2018-19, 2019-20, and 2020-21

Exhibit B – Joint Recipient Cooperation Agreement for 2018-19, 2019-20, and 2020-21

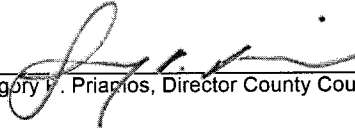
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MT 4466

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



Rohini Dasika, Principal Management Analyst

6/29/2017



Gregory J. Priamos, Director County Counsel

6/21/2017

2  
3 RESOLUTION NO. 2017-104

4 APPROVING 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 the County of Riverside (“County”) have  
10 elected to participate within the Urban County Program of the County of Riverside for Federal  
11 Fiscal Years 2018-2019, 2019-2020, and 2020-2021;

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

16 WHEREAS, the County Board of Supervisors desire to enter into individual  
17 cooperation agreements with each Participating City, conforming in form and substance to the  
18 Cooperation Agreement for the Community Development Block Grant, HOME Investment  
19 Partnership Program and Emergency Solutions Grant for Fiscal Years 2018-19, 2019-20, 2020-21  
20 attached hereto as Exhibit A and incorporated herein by this reference (“Cooperation  
21 Agreements”) to allow the Participating Cities to carry out activities which are funded by the  
22 Community Development Block Grant, HOME Investment Partnership Program, and the  
23 Emergency Solutions Grant, and allow these Participating Cities to participate in the Urban County  
24 Consolidated Planning Programs;

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

28 WHEREAS, the County Board of Supervisors desire to enter into a joint recipient  
cooperation agreement with the metropolitan City of Lake Elsinore, conforming in form and

1 substance to the Joint Recipient Cooperation Agreement for the Community Development Block  
2 Grant, For Fiscal Years 2018-19, 2019-20, 2020-21 attached hereto as Exhibit B and incorporated  
3 herein by this reference (“Joint Recipient Cooperation Agreement”) to carry out activities which  
4 are funded by Community Development Block Grant program and allow the City of Lake Elsinore  
5 to participate in the Urban County Consolidated Planning Programs.

6 NOW, THEREFORE BE IT RESOLVED, FOUND, DETERMINED AND  
7 ORDERED by the Board of Supervisors the County of Riverside (“Board”), in regular session  
8 assembled on July 11, 2017, in the meeting room of the Board of Supervisors located on the 1<sup>st</sup>  
9 floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

- 10 1. That the Board of Supervisors hereby finds and declares that the above  
11 recitals are true and correct and incorporated as though set forth herein.
- 12 2. The Board of Supervisors hereby approves and adopts the form of  
13 Cooperation Agreement to be entered into by and between the County and  
14 each Participating City attached hereto as Exhibit A and incorporated herein  
15 by this reference.
- 16 3. The Board of Supervisors hereby approves and adopts the form of Joint  
17 Recipient Cooperation Agreement to be entered into by and between the  
18 County and the City of Lake Elsinore attached hereto as Exhibit B and  
19 incorporated herein by this reference.
- 20 4. The Assistant County Executive Officer/Economic Development Agency  
21 or designee, is hereby authorized to execute each Cooperation Agreement  
22 on behalf of the County, provided each agreement is first signed by the  
23 Participating City, substantially conforms in form and substance to Exhibit  
24 A, and is approved as to form by County Counsel.
- 25 5. The Assistant County Executive Officer/EDA, or designee, is hereby  
26 authorized to execute the Joint Recipient Cooperation Agreement attached  
27 hereto as Exhibit B on behalf of the County, provided the agreement is first  
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FORM APPROVED COUNTY COUNSEL  
BY: *MAILAR BROWN* 6-20-17  
DATE

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signed by the City of Lake Elsinore and is approved as to form by County Council.

- 6. Each Cooperation Agreement and the Joint Recipient Cooperation Agreement shall be effective on the date the Assistant County Executive Officer/EDA or designee executes such agreement.
- 7. The Assistant County Executive Officer/EDA, or designee, is hereby authorized (i) to sign all documents necessary and appropriate to effectuate and administer Cooperation Agreements and Joint Recipient Cooperation Agreement, subject to approval as to form by County Council, and (ii) to implement and administer the County's obligations, responsibilities, and duties to be performed under said agreements.

R:\CDBG\15-18 Urban County Program\BOS Resolution for Cooperation Agreements with Metro City Final(3) (JRB revs 7 1 14).docx

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, Perez 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 *[Signature]*  
Deputy

**Exhibit "A"**

**Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnership  
Program and Emergency Solutions Grant for Fiscal Years 2018-19, 2019-20, 2020-21**

**(Behind this page)**



1 **JOINT RECIPIENT COOPERATION AGREEMENT**  
2 **FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,**  
3 **FOR FISCAL YEARS 2018-19, 2019-20, 2020-21**

4 This Joint Recipient Cooperation Agreement for the Community Development Block  
5 Grant for Fiscal Years 2018-19, 2019-20, 2020-21, hereinafter referred to as “Agreement” is made  
6 and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the COUNTY OF  
7 RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as  
8 "COUNTY", and CITY OF LAKE ELSINORE, an incorporated municipality within the  
9 geographical boundaries of the COUNTY, hereinafter referred to as "CITY." City and County  
10 individually referred to herein as “Party” and collectively as the “Parties.”

11 **RECITALS**

12 **WHEREAS**, the Housing and Community Development Act of 1974, as amended (42  
13 U.S.C.A. § 5301 et seq.) (Public Law 93-383), hereinafter called "ACT", provides that Community  
14 Development Block Grant funds hereinafter referred to as "CDBG", may be used for the support  
15 of activities that provide decent housing, suitable living environments, and expanded economic  
16 opportunities principally for persons of low and moderate-income; and

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

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

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

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

25 1. GENERAL.

26 (a). This Agreement gives COUNTY authority to undertake, or assist in  
27 undertaking, activities for Fiscal Years 2018-19, 2019-20, and 2020-21, that will be funded from  
28 the CDBG Entitlement program and from any program income generated from the expenditure of

1 such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking,  
2 community renewal and lower-income housing assistance activities.

3 (b). COUNTY is qualified as an "Urban County" under the ACT. CITY, by  
4 executing this Agreement, hereby gives notice of its election to participate in an Urban County  
5 Community Development Block Grant program, hereinafter referred to as "CDBG program" or  
6 "Urban County Program."

7 (c). By executing this Agreement, CITY understands that it may not apply for  
8 grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during  
9 the period in which it participates in the Urban County's CDBG program.

10 (d). By executing this Agreement, CITY understands, acknowledges, and agrees  
11 that it will receive no formula HOME fund allocation from the COUNTY'S Urban County  
12 Program. Pursuant to 24 CFR 92.101, the CITY may elect to form a HOME Investment Partnership  
13 Act (HOME) Consortium with the COUNTY in order to be considered for HOME funding through  
14 the COUNTY. CITY may apply for HOME funds from the State of California, if permitted by the  
15 State.

16 (e). By executing this Agreement, CITY understands, acknowledges, and agrees  
17 that it will receive no formula Emergency Solutions Grant (ESG) funds from the COUNTY'S  
18 Urban County Program but may apply for ESG funds from the State of California, if permitted by  
19 the State.

20 2. TERM.

21 The term of this Agreement shall be for three (3) years commencing on July 1,  
22 2018, and expiring on June 30, 2021, unless an earlier date of termination is fixed by U.S.  
23 Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT.

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

1                   3.     PREPARATION OF FEDERALLY REQUIRED FUNDING  
2 APPLICATIONS.

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

17                   (b).    The COUNTY and CITY are hereby obligated to take all actions necessary  
18 to assure compliance with COUNTY's certifications required under Section 104 (b) of Title I of  
19 ACT, as amended (42 U.S.C.A. § 5304 et seq.), Title VI of the Civil Rights Act of 1964 (42  
20 U.S.C.A. § 2000d et seq.), Fair Housing Act (42 U.S.C.A. § 3601 et seq.), and affirmatively  
21 furthering fair housing.

22                   (c).    The COUNTY and CITY are hereby obligated to take all actions necessary  
23 to assure compliance with Section 109 Title I of the Housing and Community Development Act  
24 of 1974, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.

25                   (d).    COUNTY and CITY will comply with all applicable laws, including, but  
26 not limited to, the following: National Environmental Policy Act of 1969; Title VIII of the Civil  
27 Rights Act of 1968; Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-  
28 Gonzales National Affordable Housing Act (Public Law 101-625), as amended; Executive Order

1 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation  
2 Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4630, et. seq.); and  
3 other Federal or state statute or regulation applicable to the use of CDBG or HOME Investment  
4 Partnerships Act (enacted as Title II of the Cranston-Gonzalez National Affordable Housing Act  
5 of 1990) funds.

6 (e). CITY agrees that any Urban County Program funding for activities in, or in  
7 support of, the CITY, are prohibited if CITY does not affirmatively further fair housing within  
8 CITY'S jurisdiction or impedes COUNTY actions to comply with its fair housing certification.  
9 CITY and COUNTY shall meet the citizen participation requirements of 24 CFR  
10 570.301(b)(4)(e)(i) and provide Riverside County citizens with all of the following:

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

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

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

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

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

1 (g). CITY shall develop a community development plan, for the period of this  
2 Agreement, which identifies community development and housing needs and specifies both short  
3 and long-term community development objectives.

4 (h). CITY certifies, to the best of its knowledge and belief, that:

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

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

18 iii. The CITY shall require that the language provided in Sections  
19 4(e)(i) and 4(e)(ii) of this Agreement be included in the award documents for all sub-awards at all  
20 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative  
21 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is  
22 a material representation of fact upon which reliance was placed when this transaction was made  
23 or entered into.

24 (i). In accordance with Section 519 of Public Law 101-144, (the 1990 HUD  
25 Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy prohibiting  
26 the use of excessive force by law enforcement agencies within its jurisdiction against any  
27 individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is  
28 enforcing applicable State and local laws against physically barring entrance to, or exit from, a

1 facility or location which is the subject of such non-violent civil rights demonstrations within its  
2 jurisdiction.

3 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

4 The COUNTY's Board of Supervisors have adopted policies and procedures to  
5 ensure efficient and effective administration of the CDBG program. COUNTY will provide these  
6 policies and procedures to CITY within a reasonable time after this Agreement's commencement  
7 date. COUNTY and City agree to comply with these said policies and program objectives and to  
8 take no actions to obstruct implementation of the approved 2104-2019 Five Year Consolidated  
9 Plan and the subsequent Five Year Consolidated Plan.

10 6. OTHER AGREEMENTS.

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

27 7. DETERMINATION OF PROJECTS TO BE FUNDED AND  
28 DISTRIBUTION OF ENTITLEMENT FUNDS.

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

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

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

17 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

22 9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY  
23 CONSTRUCTED WITH CDBG FUNDS.

24 When CDBG funds are used, in whole or in part, by CITY to acquire real property  
25 or to construct a public facility, CITY shall comply with the National Environmental Policy Act  
26 of 1969 (42 U.S.C. § 4321, et seq.), the California Environmental Quality Act (Cal. Pub. Resources  
27 Code § 21000, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies  
28 Act of 1970 (42 U.S.C. § 4630, et seq.), and California Government Code Sections 7260 et seq.,

1 as those laws may be amended from time-to-time and any Federal or state regulations issued to  
2 implement the aforementioned laws.

3 In addition, the following is to occur:

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

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

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

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

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

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

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

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

28 (ii) If CITY sells the property or facility, or is required to sell the property



1 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of  
2 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the  
3 monies paid to initially acquire the property or construct the facility. This percentage amount will  
4 be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

5 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE  
6 OF CDBG FUNDS.

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

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

14 11. TERMINATION.

15 Except as provided for in Section 2, CITY and COUNTY cannot terminate or  
16 withdraw from this Agreement while it remains in effect.

17 12. NOTICES.

18 All correspondence and notices required or contemplated by this Agreement shall  
19 be delivered to the respective parties at the addresses set forth below and are deemed submitted  
20 two days after their deposit in the United States mail, postage prepaid:

21 <u>COUNTY OF RIVERSIDE</u>	<u>CITY OF XXXXXXXX</u>
22 <u>Assistant County Executive Officer/EDA</u>	<u>«ContactFirstName» «ContactLastName»</u>
23 <u>Economic Development Agency</u>	<u>«Sponsor»</u>
24 <u>P.O. Box 1180</u>	<u>«Address»</u>
25 <u>Riverside, CA 92502</u>	<u>«City», «State» «Zip»</u>

26  
27 13. AGREEMENT ADMINISTRATION.  
28

1           The City Manager in the case of the CITY of Lake Elsinore, and the Assistant  
2 County Executive Officer/EDA, in the case of the County of Riverside, or their designee, shall  
3 administer the terms and conditions of this Agreement for their respective city or county.

4           14.    COOPERATION; FURTHER ACT.

5           The PARTIES shall cooperate fully with one another, and shall take any additional  
6 acts or sign any additional documents as may be necessary, appropriate or convenient to attain the  
7 purpose of the Agreement.

8           15.    NO THIRD-PARTY BENEFICIARIES.

9           This Agreement is made and entered into for the sole protection and benefit of the  
10 PARTIES hereto and shall not create any rights in any third parties. No other person or entity shall  
11 have any right or action based upon the provisions of the Agreement.

12          16.    SECTION HEADINGS.

13          The Section headings herein are for the convenience of the PARTIES only and shall  
14 not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the  
15 provisions or language of this Agreement.

16          17.    FORMER AGREEMENTS UTILIZING COMMUNITY  
17 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

18          All agreements between CITY and COUNTY regarding the use of CDBG funds for  
19 fiscal years 1975-76 through fiscal years 2018-2021, and any Supplemental Agreements there  
20 under, shall remain in full force and effect. If the language of this Agreement is in conflict or  
21 inconsistent with the terms of any prior said agreements between CITY and COUNTY, the  
22 language of this Agreement will be controlling.

23          18.    INDEMNIFICATION

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

1 actions, losses, damages, and/or liability.

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

7 19. COMPLIANCE WITH LAWS AND REGULATIONS.

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

10 20. ENTIRE AGREEMENT.

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

15 21. SEVERABILITY.

16 Each paragraph and provision of this Agreement is severable from each other  
17 provision and in the event any provision in this Agreement is held by a court of competent  
18 jurisdiction to be invalid, void, or unenforceable, the remaining provision will never the less  
19 continue in full force without being impaired or invalidated in any way.

20 22. ASSIGNMENT.

21 CITY shall not make any sale, assignment, conveyance or lease of any trust or  
22 power, or transfer in any other form with respect to this Agreement, or delegate or assign any  
23 interest in this Agreement without prior written approval of the County.

24 23. INTERPRETATION AND GOVERNING LAW.

25 This Agreement and any dispute arising hereunder shall be governed by and  
26 interpreted in accordance with the laws of the State of California. This Agreement shall be  
27 construed as a whole according to its fair language and common meaning to achieve the objectives  
28 and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are

1 to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all  
2 Parties having been represented by counsel in the negotiation and preparation hereof.

3 24. WAIVER.

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

8 25. JURISDICTION AND VENUE.

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

14 26. AMENDMENTS

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

21 27. SPECIAL PROVISIONS FOR METROPOLITAN CITY/URBAN  
22 COUNTY JOINT RECIPIENT:

23 (a) The CITY is part of the Urban County Program for purposes of planning  
24 and implementation for the entire period of the Urban County Qualification for program years  
25 2018-19, 2019-20, and 2020-21 under the CDBG program.

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

28 (c) HUD shall determine the annual amount of CDBG allocation to which the

1 CITY is entitled, and the COUNTY will be the grant recipient.

2 (d) The CITY's allocation will be that portion of the total annual allocation as  
3 specified by written notice from HUD, less \_\_\_\_\_ percent (\_\_\_%) to be retained by the  
4 COUNTY for administration of the Urban County CDBG program.

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

8 28. PROHIBITION OF CDBG FUND TRANSFER

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

13 29. AUTHORITY TO EXECUTE.

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

18 30. INCORPORATION OF RECITALS

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

21  
22  
23  
24 Remainder of Page Intentionally Blank

25 [Signatures on Following Page]  
26  
27  
28

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

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

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

CITY OF LAKE ELSINORE,  
a general law city

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

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

13 APPROVED AS TO FORM:  
14 Gregory P. Priamos, County Counsel

ATTEST:

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

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

18  
19 APPROVED AS TO FORM:

20  
21 BY: \_\_\_\_\_  
22 City Attorney



**Exhibit "B"**

**Joint Recipient Cooperation Agreement for the Community Development Block Grant, For Fiscal Years  
2018-19, 2019-20, 2020-21**

**(Behind this page)**



1 **COOPERATION AGREEMENT**  
2 **FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,**  
3 **HOME INVESTMENT PARTNERSHIP PROGRAM, AND EMERGENCY SHELTER**  
4 **GRANT FOR FISCAL YEARS 2018-19, 2019-20, 2020-21**

5 This Cooperation Agreement for the Community Development Block Grant, HOME  
6 Investment Partnership Program, and the Emergency Solutions Grant for Fiscal Years 2018-19,  
7 2019-20, 2020-21, hereinafter referred to as "Agreement" is made and entered into this \_\_\_\_ day  
8 of \_\_\_\_\_ 2017, by and between the COUNTY OF RIVERSIDE, a political subdivision of the  
9 State of California, hereinafter referred to as "COUNTY", and CITY of \_\_\_\_\_,  
10 an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter  
11 referred to as "CITY." City and County are individually referred to herein as "Party" and  
12 collectively as the "Parties."

13 **RECITALS**

14 **WHEREAS**, the Housing and Community Development Act of 1974, as amended (42  
15 U.S.C.A. § 5301 et seq.)(Public Law 93-383), hereinafter called "ACT," provides that Community  
16 Development Block Grant funds hereinafter referred to as "CDBG," may be used for the support  
17 of activities that provide decent housing, suitable living environments, and expanded economic  
18 opportunities principally for persons of low and moderate-income;

19 **WHEREAS**, the HOME Investment Partnerships Act program, hereinafter referred to as  
20 "HOME," was enacted by Title II of the Cranston-Gonzalez National Affordable Housing Act, as  
21 amended (42 U.S.C.A. § 12701 et seq.) for the purposes of: expanding the supply of decent,  
22 affordable housing for low and very-low income families with emphasis on rental housing;  
23 building State and local capacity to carry out affordable housing programs; and providing for  
24 coordinated assistance to participants in the development of affordable low-income housing;

25 **WHEREAS**, the Emergency Solutions Grant, hereinafter referred to as "ESG," was  
26 authorized by the McKinney-Vento Homeless Assistance Act of 1987, as amended by the  
27 Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH) (42  
28 U.S.C.A. § 11301 et seq.). The objectives of the ESG program are to increase the number and

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

4 **WHEREAS**, CDBG regulations requires an eligible county to re-qualify as Urban County  
5 under the CDBG program every three (3) years; and

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

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

11 1. GENERAL.

12 This Agreement gives COUNTY authority to undertake, or assist in undertaking,  
13 activities for Fiscal Years 2018-19, 2019-20, and 2020-21, that will be funded from the CDBG,  
14 HOME, and ESG programs and from any program income generated from the expenditure of such  
15 funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking,  
16 community renewal and lower-income housing assistance activities. COUNTY is qualified as an  
17 "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives notice of its  
18 election to participate in an Urban County Community Development Block Grant program,  
19 hereinafter referred to as "CDBG programs" and "Urban County program."

20 This Agreement is necessary to include the CITY as a participating unit of local  
21 government under the COUNTY'S Urban County CDBG Entitlement program, the HOME  
22 Investment Partnership (HOME) program, and the Emergency Solutions Grant (ESG) program.

23 CITY acknowledges and agrees that it may not apply for grants from appropriations  
24 under the State of California Small Cities CDBG Programs for fiscal years during the period in  
25 which it participates in the COUNTY'S Urban County's CDBG Entitlement program, and the  
26 CITY may only participate in the HOME program through the COUNTY'S Urban County  
27 program, not a consortium. The CITY may apply for HOME funds or ESG funds from the State  
28 of California, if permitted by the State.

1           2.     TERM.

2           The term of this Agreement shall be for three (3) years commencing on July 1, 2018  
3 and terminating on June 30, 2021, unless an earlier date of termination is fixed by U.S. Department  
4 of Housing and Urban Development, hereinafter referred to as HUD, pursuant to ACT.

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

10           3.     PREPARATION OF FEDERALLY REQUIRED FUNDING  
11 APPLICATIONS.

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

21           4.     COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND  
22 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

23           (a)     COUNTY and CITY will comply with the applicable provisions of the ACT  
24 and those Federal regulations promulgated by HUD pursuant thereto, as the same currently exists  
25 or may hereafter be amended. The COUNTY and CITY will take all actions necessary to assure  
26 compliance with COUNTY's certifications required by Section 104 (b) of Title I of ACT, as  
27 amended (42 U.S.C.A. § 5304) , Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. § 2000d et  
28 seq.), the Fair Housing Act (42 U.S.C.A. § 3601 et seq.), and affirmatively furthering fair housing.

1 (b) COUNTY and CITY will comply with all applicable laws, including, but  
2 not limited to, the following: National Environmental Policy Act of 1969; Title VIII of the Civil  
3 Rights Act of 1968; Title 24 Code of Federal Regulations part 570; Cranston-Gonzales National  
4 Affordable Housing Act (Public Law 101-625), as amended; Executive Order 11063, as amended  
5 by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real  
6 Property Acquisition Policies Act of 1970 (42 U.S.C.A. § 4630, et. seq.); and other Federal or state  
7 statute or regulation applicable to the use of CDBG or HOME Investment Partnerships Act  
8 (enacted as Title II of the Cranston – Gonzalez National Affordable Housing Act of 1990) funds.

9 (c) The Parties acknowledge that the COUNTY and CITY are obligated to take  
10 all actions necessary to comply with the Urban County's certification regarding affirmatively  
11 furthering fair housing and to comply with the provisions of Section 109 Title I of the Housing  
12 and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, and the  
13 Age Discrimination Act of 1975. COUNTY and CITY agree that the Urban County program is  
14 prohibited from funding any activities in, or in support of, any cooperating unit of general local  
15 government that do not affirmatively further fair housing within its own jurisdiction or impedes  
16 the COUNTY's actions to comply with the COUNTY's fair housing certification.

17 (d) CITY and COUNTY shall meet the citizen participation requirements of 24  
18 CFR 570.301(b)(4)(i) and provide Riverside County citizens with all of the following:

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

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

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

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

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

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

12                  (f)     CITY certifies, to the best of its knowledge and belief, that:

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

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

26                  iii.   The CITY shall require that the language provided in Sections  
27 4(e)(i) and 4(e)(ii) of this Agreement be included in the award documents for all sub-awards at all  
28 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative

1 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is  
2 a material representation of fact upon which reliance was placed when this transaction was made  
3 or entered into.

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

9 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

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

16 6. OTHER AGREEMENTS.

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

1 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,  
2 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend  
3 the completion schedule associated with the project(s), or to reprogram the entitlement funds  
4 associated with the project(s), will not excuse CITY from complying with terms of this Agreement.

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

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

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

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

23 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

24 CITY warrants that those officers, employees, and agents, retained by it and  
25 responsible for implementing projects funded with CDBG have received, reviewed, and will  
26 follow the Community Development Block Grant Manual that has been prepared and amended by  
27 COUNTY, which Manual is incorporated herein and made a part hereof by this reference.  
28

1           9.    REAL PROPERTY ACQUIRED OR PUBLIC FACILITY  
2 CONSTRUCTED WITH CDBG FUNDS.

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

10           In addition, the following is to occur:

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

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

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

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

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

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



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

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

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

13 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE  
14 OF CDBG FUNDS.

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

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

23 11. TERMINATION.

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

26 12. NOTICES.

27 All correspondence and notices required or contemplated by this Agreement shall  
28

1 be delivered to the respective parties at the addresses set forth below and are deemed submitted  
2 two days after their deposit in the United States mail, postage prepaid:

3	<u>COUNTY OF RIVERSIDE</u>	<u>CITY OF XXXXXXXX</u>
4	<u>Assistant County Executive Officer/EDA</u>	<u>«ContactFirstName» «ContactLastName»</u>
5	<u>Economic Development Agency</u>	<u>«Sponsor»</u>
6	<u>P.O. Box 1180</u>	<u>«Address»</u>
7	<u>Riverside, CA 92502</u>	<u>«City», «State» «Zip»</u>

8  
9 13. AGREEMENT ADMINISTRATION.

10 The City Manager in the case of the CITY of XXXXXXX, and the Assistant County  
11 Executive Officer/EDA, in the case of the County of Riverside, or their designee, shall administer  
12 the terms and conditions of this Agreement for their respective city or county.

13 14. COOPERATION; FURTHER ACT.

14 The PARTIES shall cooperate fully with one another, and shall take any additional  
15 acts or sign any additional documents as may be necessary, appropriate or convenient to attain the  
16 purpose of the Agreement.

17 15. NO THIRD-PARTY BENEFICIARIES.

18 This Agreement is made and entered into for the sole protection and benefit of the  
19 PARTIES hereto and shall not create any rights in any third PARTIES. No other person or entity  
20 shall have any right or action based upon the provisions of the Agreement.

21 16. SECTION HEADINGS.

22 The Section headings herein are for the convenience of the PARTIES only and shall  
23 not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the  
24 provisions or language of this Agreement.

25 17. FORMER AGREEMENTS UTILIZING COMMUNITY  
26 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

27 All agreements between CITY and COUNTY regarding the use of CDBG funds for  
28 fiscal years 1975-76 through fiscal years 2018-2020, and any Supplemental Agreements

1 thereunder, shall remain in full force and effect. If the language of this Agreement is in conflict  
2 or inconsistent with the terms of any prior said agreements between CITY and COUNTY, the  
3 language of this Agreement will be controlling.

4 18. INDEMNIFICATION

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

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

16 19. COMPLIANCE WITH LAWS AND REGULATIONS.

17 By executing this Agreement, the PARTIES agree to and comply with all applicable  
18 federal, state, and local laws, regulations, and ordinances.

19 20. ENTIRE AGREEMENT.

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

24 21. SEVERABILITY.

25 Each paragraph and provision of this Agreement is severable from each other  
26 provision and in the event any provision in this Agreement is held by a court of competent  
27 jurisdiction to be invalid, void, or unenforceable, the remaining provision will never the less  
28 continue in full force without being impaired or invalidated in any way.

1           22.    ASSIGNMENT.

2           The City shall not make any sale, assignment, conveyance or lease of any trust or  
3 power, or transfer in any other form with respect to this Agreement, or delegate or assign any  
4 interest in this Agreement without prior written approval of the COUNTY.

5           23.    INTERPRETATION AND GOVERNING LAW.

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

12          24.    WAIVER.

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

17          25.    JURISDICTION AND VENUE.

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

23          26.    PROHIBITION OF CDBG FUND TRANSFER

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

28          27.    EMERGENCY SOLUTIONS GRANT FORMUAL ALLOCATION

1 CITY acknowledges and agrees that while participating in the COUNTY's Urban  
2 County program, CITY can only receive a formula Emergency Solutions Grant (ESG) allocation  
3 from the Urban County program and only at such times as authorized by the County's Board of  
4 Supervisors. The CITY and COUNTY may also apply for ESG funds from the State of California,  
5 if permitted by the State.

6 28. HOME INVESTMENT PARTNERSHIP ACT FORMULA  
7 ALLOCATION

8 CITY acknowledges and agrees that while participating in the COUNTY's Urban  
9 County program, CITY can only receive a formula HOME allocation from the Urban County  
10 program and only at such times as authorized by the County's Board of Supervisors. The CITY  
11 and COUNTY may also apply for HOME funds from the State of California, if permitted by the  
12 State.

13 29. AMENDMENTS

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

20 30. AUTHORITY TO EXECUTE.

21 The persons executing this Agreement or exhibits attached hereto on behalf of the  
22 Parties to this Agreement hereby warrant and represent that they have the authority to execute  
23 this Agreement and warrant and represent that they have the authority to bind the respective  
24 Parties to this Agreement to the performance of its obligations hereunder.

25 31. INCORPORATION OF RECITALS

26 The Parties hereby affirm the facts set forth in the recitals above. Said recitals are  
27 incorporated herein and made an operative part of this Agreement.  
28

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

3  
4 COUNTY OF RIVERSIDE,  
5 a political subdivision of the  
6 State of California

CITY OF XXXXXX,  
a general law city

7 By: \_\_\_\_\_  
8 Robert Field, Assistant County  
9 Executive Officer/EDA

By: \_\_\_\_\_

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

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

11  
12 APPROVED AS TO FORM:  
13 Gregory P. Priamos, County Counsel

ATTEST:

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

By: \_\_\_\_\_  
City Clerk

17  
18 APPROVED AS TO FORM:

19  
20 By: \_\_\_\_\_  
21 City Attorney

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.

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Deputy, Jhaila R. Brown

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