

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



ITEM
3.18
(ID # 7257)

MEETING DATE:
Tuesday, July 17, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Adopt Resolution No. 2018-122
Approving the Community Development Block Grant Program Joint Recipient
Cooperation Agreement with the City of Palm Desert for Federal Fiscal Years
2019-20 and 2020-21, [District 4] [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2018-122, Approving the Joint Recipient Cooperation Agreement for the Community Development Block Grant Program for Fiscal Years 2019-20 and 2020-21, between the County of Riverside and the City of Palm Desert attached hereto as Exhibit A (Resolution No. 2018-122);
1. Authorize the Assistant County Executive Officer/ECD, or designee, to sign the Joint Recipient Cooperation Agreement for the Community Development Block Grant Program for Fiscal Years 2019-20 and 2020-21, between the County of Riverside and the City of Palm Desert, approved as to form by County Counsel and attached hereto as Exhibit B (Joint Recipient Cooperation Agreement).

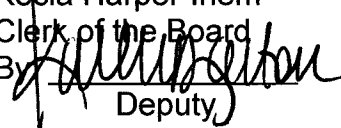
ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD 6/25/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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 17, 2018
xc: E.O.

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2019/20 – 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 (County) as a qualified Urban County for purposes of the CDBG, HOME, and ESG programs. HUD has also determined that as a qualified Urban County, the County may add nonparticipating units of government for the remaining one or two years of their qualification period. The County, however, must enter into cooperation agreements with the units of local government desiring to become a part of the Urban County Program.

Cities that have attained Metropolitan City status can elect to participate in an Urban County's CDBG program instead of receiving direct "entitlement" funding from HUD. The City of Palm Desert (City) has been an entitlement CDBG metropolitan city for more than twenty years; however, due to projected cost savings and program efficiency, the City desires to participate in the County's Urban County Program as a joint recipient cooperating city for fiscal years 2019-20 and 2020-21. The attached resolution will approve the Joint Recipient Cooperation Agreement with the City of Palm Desert and authorize the Assistant County Executive Officer/ECD or designee to execute the agreement.

County Counsel has reviewed and approved the Joint Recipient Cooperation Agreement with the City of Palm Desert. In addition, HUD requires that the Joint Recipient 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 recommend approval and adoption of the resolution and approval of the signing authorization for the Assistant County Executive Officer/ECD or designee.

Impact on Residents and Businesses

The Joint Recipient Cooperation Agreement between the County and the City is necessary to allow the expenditure of CDBG funds within the City's jurisdiction. The CDBG funds, together

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

with other resources, will be used to: provide a suitable living environment through safer, more livable neighborhoods; and reinvestment in deteriorating neighborhoods; provide decent housing by increasing the availability of affordable housing for person 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 encourage expanded economic opportunities through more jobs paying self-sufficiency wages, sustainable development activities that promote long-term community feasibility, and the empowerment of lower-income persons to achieve self-sufficiency.

Additional Fiscal Information

The CDBG program is 100% Federally-funded through HUD's CPD Programs. Portions of this grant include funding for administrative costs. No County General Funds will be used to administer this federal grant.

With the inclusion of Palm Desert beginning with the 2019-2020 program year, the County's overall CDBG allocation (assuming CDBG funding remains at 2018-19 level) will increase approximately \$354,000 including \$50,000 for general program administration.

ATTACHMENTS:

- Exhibit A - Resolution No. 2018-122
- Exhibit B – Joint Recipient Cooperation Agreement for 2019-20 and 2020-21


Rohini Dasika, Principal Management Analyst 7/9/2018


Gregory V. Priaplos, Director County Counsel 7/5/2018

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3 RESOLUTION NO. 2018-122

4 APPROVING THE JOINT RECIPIENT COOPERATION AGREEMENT WITH THE CITY
5 OF PALM DESERT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, FOR
6 FISCAL YEARS 2019-20 AND 2020-21

7 WHEREAS, the City of Palm Desert, as a U.S. Department of Housing and Urban
8 Development designated Metropolitan City, has elected to participate within the Urban County
9 Community Development Block Grant Program of the County of Riverside for Federal Fiscal
10 Years 2019-2020 and 2020-2021;

11 WHEREAS, an Urban County and any Metropolitan City located in whole or in
12 part within such county can be included as part of the Urban County for purposes of planning and
13 implementing a joint community development and housing assistance program; and

14 WHEREAS, the County Board of Supervisors desires to enter into the Joint
15 Recipient Cooperation Agreement for the Community Development Block Grant, For Fiscal Years
16 2019-20 and 2020-21, with the Metropolitan City of Palm Desert, attached hereto as Exhibit A and
17 incorporated herein by this reference ("Joint Recipient Cooperation Agreement"), to carry out
18 activities which are funded by the Community Development Block Grant program and allow the
19 City of Palm Desert to participate in the Urban County Program.

20 NOW, THEREFORE BE IT RESOLVED, FOUND, DETERMINED AND
21 ORDERED by the Board of Supervisors for the County of Riverside ("Board"), in regular session
22 assembled on July 17, 2018, in the meeting room of the Board of Supervisors located on the 1st
23 floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

- 24 1. That the Board of Supervisors hereby finds and declares that the above recitals
25 are true and correct and incorporated as though set forth herein.
26 2. The Board of Supervisors hereby approves and adopts the Joint Recipient
27 Cooperation Agreement to be entered into by and between the County and the
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07.17.18 3.18

1 City of Palm Desert attached hereto as Exhibit A and incorporated herein by
2 this reference.

- 3 3. The Assistant County Executive Officer/ECD, or designee, is hereby authorized
4 to execute the Joint Recipient Cooperation Agreement attached hereto as
5 Exhibit A on behalf of the County, provided the agreement is approved as to
6 form by County Counsel and is first signed by the City of Palm Desert.
7 4. The Joint Recipient Cooperation Agreement shall be effective on the date the
8 Assistant County Executive Officer/ECD or designee executes such agreement.
9 5. The Assistant County Executive Officer/ECD, or designee, is hereby authorized
10 (i) to sign all documents necessary and appropriate to effectuate and administer
11 the Joint Recipient Cooperation Agreement, subject to approval as to form by
12 County Counsel, and (ii) to implement and administer the County's obligations,
13 responsibilities, and duties to be performed under said agreements.
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FORM APPROVED COUNTY COUNSEL
BY:  AMRIT P. DHILLON
DATE: 7/3/2018

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None

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

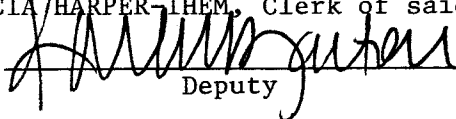
27 KECIA HARPER-IHEM, Clerk of said Board
By  Deputy
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EXHIBIT A

JOINT RECIPIENT COOPERATION AGREEMENT

FISCAL YEARS 2019-20 AND 2020-21

CITY OF PALM DESERT

(Behind This Page)

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1 undertaking, activities for Fiscal Years 2019-20 and 2020-21, that will be funded from the CDBG
2 Entitlement program and from any program income generated from the expenditure of such funds.
3 COUNTY and CITY agree to cooperate to undertake, or assist in undertaking, community renewal
4 and lower-income housing assistance activities.

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

9 (c). By executing this Agreement, CITY understands, acknowledges, and agrees
10 that it may not apply for grants from appropriations under the Small Cities or State CDBG
11 programs for fiscal years during the period in which it participates in the Urban County's CDBG
12 Program.

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

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

23 2. TERM.

24 The term of this Agreement shall be for two (2) years commencing on July 1, 2019,
25 and expiring on June 30, 2021, unless an earlier date of termination is fixed by U.S. Department
26 of Housing and Urban Development, hereinafter called HUD, pursuant to ACT.

27 The terms of this Agreement shall remain in effect until the CDBG funds and
28 program income received with respect to activities carried out during the COUNTY'S three-year

1 qualification period are expended and the funded activities completed. Furthermore, neither the
2 COUNTY nor the CITY may terminate or withdraw from this Agreement while it remains in
3 effect.

4 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
5 APPLICATIONS.

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

15 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
16 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

17 (a). COUNTY and CITY will comply with the applicable provisions of the ACT
18 and those federal regulations promulgated by HUD pursuant thereto, as the same currently exists
19 or may hereafter be amended.

20 (b). The COUNTY and CITY are hereby obligated to take all actions necessary
21 to assure compliance with COUNTY's certifications required under Section 104(b) of Title I of
22 ACT, as amended (Public Law 93-383), regarding Title VI of the Civil Rights Act of 1964 (42
23 U.S.C.A. § 2000d et seq.), Fair Housing Act (42 U.S.C.A. § 3601 et seq.), and affirmatively
24 furthering fair housing.

25 (c). The COUNTY and CITY are hereby obligated to take all actions necessary
26 to assure compliance with Section 109 of Title I of the ACT, Section 504 of the Rehabilitation Act
27 of 1973, and the Age Discrimination Act of 1975.

28 (d). COUNTY and CITY will comply with all other applicable laws, including,

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

9 (e). CITY agrees that any Urban County Program funding for activities in, or in
10 support of, the CITY, are prohibited if CITY does not affirmatively further fair housing within
11 CITY'S jurisdiction or impedes COUNTY actions to comply with its fair housing certification.

12 (f). CITY and COUNTY shall meet the citizen participation requirements of 24
13 CFR 570.486 and provide Riverside County citizens with all of the following:

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

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

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

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

26 v. Provide for public meetings to obtain citizen views and to respond
27 to proposals and questions at all stages of the community development program, including at least
28 the development of needs, the review of proposed activities and review of program performance.

1 Meeting shall be held after adequate notice, at times and locations convenient to potential or actual
2 beneficiaries, and with accommodation for the disabled.

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

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

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

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

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

26 (i). In accordance with Section 519 of Public Law 101-144, (the 1990 HUD
27 Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy prohibiting
28 the use of excessive force by law enforcement agencies within its jurisdiction against any

1 individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is
2 enforcing applicable State and local laws against physically barring entrance to, or exit from, a
3 facility or location which is the subject of such non-violent civil rights demonstrations within its
4 jurisdiction.

5 5. OTHER AGREEMENTS.

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

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

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

1 funding and inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan
2 and 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 the
5 CITY desires to implement with its entitlement funds by the date specified prior to each program
6 year, the COUNTY may determine the activities to be funded, without consent of the CITY,
7 consistent with both Federal and COUNTY policy governing use of Community Development
8 Block Grant (CDBG) funds.

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

12 7. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

13 The COUNTY's Board of Supervisors has adopted policies and procedures to
14 ensure efficient and effective administration of the CDBG Program. COUNTY will provide these
15 policies and procedures to CITY within a reasonable time after this Agreement's commencement
16 date. COUNTY and CITY, its officers, employees and agents, retained by it and responsible for
17 implementing CDBG funded projects, agree to comply with these said policies and program
18 objectives and to take no actions to obstruct implementation of the approved 2014-2019 Five Year
19 Consolidated Plan and the subsequent Five Year Consolidated Plan.

20 8. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY
21 CONSTRUCTED WITH CDBG FUNDS.

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

1 In addition, the following is to occur:

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

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

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

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

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

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

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

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

26 (ii) If CITY sells the property or facility, or is required to sell the property
27 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of
28 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the

monies paid to initially acquire the property or construct the facility. This percentage amount will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

9. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE OF CDBG FUNDS.

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

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

10. TERMINATION.

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

11. NOTICES.

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

<u>COUNTY OF RIVERSIDE</u>	<u>CITY OF PALM DESERT</u>
<u>Assistant County Executive Officer/ECD</u>	<u>Lauri Aylaian, City Manager</u>
<u>Economic Development Agency</u>	<u>City of Palm Desert</u>
<u>P.O. Box 1180</u>	<u>73510 Fred Waring Drive</u>
<u>Riverside, CA 92502</u>	<u>Palm Desert, CA 92260</u>

12. AGREEMENT ADMINISTRATION.

The City Manager in the case of the CITY of Palm Desert, and the Assistant County Executive Officer/ECD, in the case of the County of Riverside, or their designee, shall administer the terms and conditions of this Agreement for their respective CITY or COUNTY.

1 13. COOPERATION; FURTHER ACT.

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

5 14. NO THIRD-PARTY BENEFICIARIES.

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

9 15. SECTION HEADINGS.

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

13 16. 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 for
16 fiscal years 1975-76 through fiscal years 2020-2021, and any Supplemental Agreements there
17 under, 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 17. INDEMNIFICATION

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

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

4 18. COMPLIANCE WITH LAWS AND REGULATIONS.

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

7 19. 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 20. SEVERABILITY.

13 Each paragraph and provision of this Agreement is severable from each other
14 provision and in the event any provision in this Agreement is held by a court of competent
15 jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full
16 force and effect.

17 21. ASSIGNMENT.

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

21 22. INTERPRETATION AND GOVERNING LAW.

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

28

1 23. WAIVER.

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

6 24. JURISDICTION AND VENUE.

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

12 25. AMENDMENTS

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

19 26. SPECIAL PROVISIONS FOR METROPOLITAIN 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 COUNTY's Urban County Qualification for program years 2019-20
23 and 2020-21 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 the
27 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 as

1 specified by written notice from HUD, less fourteen percent (14%) 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 participating
4 city shall apply to the CITY.

5 27. PROHIBITION OF CDBG FUND TRANSFER

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

10 28. AUTHORITY TO EXECUTE.

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

15 29. INCORPORATION OF RECITALS

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

18 30. COUNTERPARTS

19 This Agreement may be executed in multiple counterparts, each of which shall be
20 deemed an original, but all of which, together, shall constitute one and the same instrument.

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23 Remainder of Page Intentionally Blank

24 [Signatures on Following Page]
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IN WITNESS WHEREOF, the COUNTY and CITY have executed this Agreement on the date shown below.

Date: May 24, 2018

COUNTY OF RIVERSIDE,
a political subdivision of the
State of California

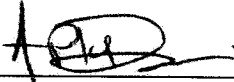
CITY OF PALM DESERT,
a municipal corporation and charter city


BY: _____
Robert Field, Assistant County
Executive Officer/ECD

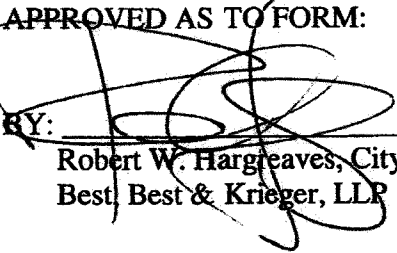
BY: 
Lauri Aylaian, City Manager

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

ATTEST:

By: 
Amrit P. Dhillon, Deputy County Counsel

BY: 
Rachelle D. Klassen, City Clerk
City of Palm Desert, California


APPROVED AS TO FORM:
BY: 
Robert W. Hargreaves, City Attorney
Best, Best & Krieger, LLP

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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 renewal and lower income housing assistance activities.

Gregory P. Priamos
County Counsel

By: 
Deputy, Amrit P. Dhillon