

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



ITEM: 3.13
(ID # 12871)

MEETING DATE:

Tuesday, July 07, 2020

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Adopt Resolution No. 2020-147, Approving the Community Development Block Grant Program, HOME Investment Partnership Program, and Emergency Solutions Grant, and the Joint Recipient Cooperation Agreements with the Metropolitan Cities of Lake Elsinore and Murrieta for the Community Development Block Grant Program, for Federal Fiscal Years 2021, 2022, and 2023, All Districts [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2020-147, Approving the Community Development Block Grant Program, HOME Investment Partnership Program, and Emergency Solutions Grant, and the Joint Recipient Cooperation Agreements with the Metropolitan Cities of Lake Elsinore and Murrieta for the Community Development Block Grant Program;
2. Approve the form of the Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnership Program, and Emergency Solutions Grant for Fiscal Years 2021-22, 2022-23, 2023-24 between the County of Riverside (County) and the Participating Cities (as defined in the attached Summary), attached hereto as Exhibit A (Cooperation Agreements);

ACTION:


Heidi Marshall, Director 6/24/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 07, 2020
xc: HHPWS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

3. Approve the form of the Joint Recipient Cooperation Agreement for the Community Development Block Grant, for Fiscal Years 2021-22, 2022-23, 2023-24 between the County and the Cities of Lake Elsinore and Murrieta attached hereto as Exhibit B (Joint Recipient Cooperation Agreement);

4. Authorize the Director of the Department of Housing, Homelessness Prevention and Workforce Solutions, or designee, to execute 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

5. Authorize the Director of the Department of Housing, Homelessness Prevention and Workforce Solutions or designee, to sign the Joint Recipient Cooperation Agreement upon execution by the cities of Lake Elsinore and Murrieta, provided the Joint Recipient Cooperation Agreement substantially conforms in form and substance to Exhibit B and is approved as to form by County Counsel.

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:	21/22, 22/23, 23/24

C.E.O. RECOMMENDATION: [CEO use]

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 Director of the Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS) or designee, to execute the cooperation agreements with the cities electing to participate in the County's urban program.

As of May 31, 2020, 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 2021, 2022, and 2023 (collectively the Participating Cities):

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

The cities of Lake Elsinore and Murrieta have attained Metropolitan City status and desire to participate in the County's Urban County Program as joint recipient cooperating cities.

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 cities of Lake Elsinore and Murrieta have 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 Director of HHPWS.

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

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

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. 2020-147
- Exhibit A - Cooperation Agreements for 2021-22, 2022-23, and 2023-24
- Exhibit B - Joint Recipient Cooperation Agreements for 2021-22, 2022-23, and 2023-24



Marcus Maltese

6/30/2020



Gregory V. Priamos, Director County Counsel

6/25/2020

1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2
3 RESOLUTION NO. 2020-147

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

10 WHEREAS, certain eligible cities in Riverside County have elected to participate
11 within the Urban County Program of the County of Riverside for Federal Fiscal Years 2021-2022,
12 2022-2023, and 2023-2024;

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

17 WHEREAS, the Board of Supervisors desire to enter into individual cooperation
18 agreements with the Participating Cities, conforming in form and substance to Cooperation
19 Agreement for the Community Development Block Grant, HOME Investment Partnership
20 Program, and Emergency Solutions Grant, for Fiscal Years 2021-2022, 2022-2023, and 2023-
21 2024, attached hereto as Exhibit A and incorporated herein by this reference ("Cooperation
22 Agreements") to allow the Participating Cities to carry out activities which are funded by the
23 Community Development Block Grant, HOME Investment Partnership Program, and the
24 Emergency Solutions Grant, and allow these Participating Cities to participate in the Urban County
25 Consolidated Planning Programs;

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

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07.07.2020 3.13

FORM APPROVED COUNTY COUNSEL
BY: AMIR P. DHILLON
DATE: 6/24/2020

1 WHEREAS, the Board of Supervisors desire to enter into a Joint Recipient
2 Cooperation Agreement with the metropolitan cities of Eastvale, Murrieta, and Lake Elsinore
3 conforming in form and substance the Joint Recipient Cooperation Agreement for the Community
4 Development Block, for Fiscal Years 2021-2022, 2022-2023, and 2023-2024, attached hereto as
5 Exhibit B and incorporated herein by this reference ("Joint Recipient Cooperation Agreement") to
6 carry out activities which are funded by Community Development Block Grant program and allow
7 the cities of Lake Elsinore and Murrieta to participate in the Urban County Consolidated Planning
8 Programs.

9 NOW, THEREFORE BE IT RESOLVED, FOUND, DETERMINED, AND
10 ORDERED by the Board of Supervisors of the County of Riverside, ("Board"), in regular session
11 assembled on July 7, 2020, in the meeting room of the Board of Supervisors located on the first
12 floor of the County Administrative Center, 40480 Lemon Street, Riverside, California, as follows:

- 13 1. That the Board of Supervisors hereby finds and declares that the above
14 recitals are true and correct and incorporated as though set forth herein.
- 15 2. The Board of Supervisors hereby approves and adopts the form of
16 Cooperation Agreement to be entered into by and between the County and
17 each Participating City attached hereto as Exhibit A and incorporated herein
18 by this reference.
- 19 3. The Board of Supervisors hereby approves and adopts the form Joint
20 Recipient Cooperation Agreement to be entered into by and between the
21 County and the cities of Lake Elsinore and Murrieta, attached hereto as
22 Exhibit B and incorporated herein by this reference.
- 23 4. The Director of the Department of Housing, Homelessness Prevention, and
24 Workforce Solutions or designee is hereby authorized to execute each
25 Cooperation Agreement on behalf of the County, provided each agreement
26 is first signed by the Participating City, substantially conforms in form and
27 substance to Exhibit A, and is approved as to form by County Counsel.

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- 1 5. The Director of the Department of Housing, Homelessness Prevention, and
2 Workforce Solutions or designee is hereby authorized to execute the Joint
3 Recipient Cooperation Agreement attached hereto as Exhibit B on behalf of
4 the County, provided the agreement is first signed by the cities of Lake
5 Elsinore and Murrieta and is approved as to form by County Counsel.
6 6. Each Cooperation Agreement and the Joint Recipient Cooperation
7 Agreement shall be effective on the date the Director of Housing,
8 Homelessness Prevention, and Workforce Solutions or designee executes
9 such agreement.
10 7. Director of Housing, Homelessness Prevention, and Workforce Solutions is
11 hereby authorized (i) to sign all documents necessary and appropriate to
12 effectuate and administer Cooperation Agreements and Joint Recipient
13 Cooperation Agreements, subject to approval as to form by County
14 Counsel, and (ii) to implement and administer the County's obligations,
15 responsibilities, and duties to be performed under said agreements.
16

17
18 ROLL CALL:

19 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
20 Nays: None
21 Absent: None

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

24 Kecia R. Harper, Clerk of said Board

25 By *Micella Ross*

26 Deputy
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Exhibit A

Form of Cooperation Agreement

(Behind this Page)

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

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

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

7 1. GENERAL.

8 (a). This Agreement gives COUNTY authority to undertake, or assist in
9 undertaking, activities for Fiscal Years 2021-22, 2022-23, and 2023-24, that will be funded from
10 the CDBG, HOME, and ESG programs and from any program income generated from the
11 expenditure of such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in
12 undertaking, community renewal and lower-income housing assistance activities. COUNTY is
13 qualified as an "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives
14 notice of its election to participate in an Urban County's Community Development Block Grant
15 (CDBG), Home Investment Partnership Act (HOME), and Emergency Solutions Grant (ESG)
16 programs, hereinafter referred to as "Urban County Programs".

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

23 (c). By executing this Agreement, CITY understands that it may only receive a
24 formula allocation of ESG funds through the COUNTY'S Urban County Programs. The CITY
25 may also apply for ESG funds from the State of California, if permitted by the State.

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1 2. TERM.

2 The term of this Agreement shall be for three (3) years commencing on July 1,
3 2021, through June 30, 2024, unless an earlier date of termination is fixed by U.S. Department of
4 Housing and Urban Development, hereinafter referred to as HUD, pursuant to ACT.

5 COUNTY shall notify CITY of CITY's right not to participate in the next three-year period
6 no later than the date specified by HUD in the *Urban County Qualification Notice*. CITY shall
7 notify COUNTY no later than the date specified in COUNTY's notification that CITY elects not
8 to participate in the next three-year Urban County Program. COUNTY shall send copies of all
9 notifications required by this Paragraph to the HUD Field Office.

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

15 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
16 APPLICATIONS.

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

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

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

6 (b) The COUNTY and CITY **are hereby obligated** to take all actions necessary
7 to assure compliance with COUNTY's certification regarding affirmatively furthering fair housing
8 pursuant to Section 104 (b) of Title I of ACT, as amended.

9 (c) The COUNTY and CITY are hereby obligated to take all actions necessary
10 to assure compliance with Section 504 of the Rehabilitation Act of 1973 and the Age
11 Discrimination Act of 1975.

12 (d) COUNTY and CITY shall comply with the applicable provisions of the
13 following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964
14 and Title VIII of the Civil Rights Act of 1968; the Fair Housing Act; Title 24 Code of Federal
15 Regulations part 570; Cranston-Gonzales National Affordable housing Act (Public Law 101-625);
16 Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the
17 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42
18 U.S.C.§4630, et. seq.); and other Federal or state statute or regulation applicable to the use of
19 CDBG, HOME Investment Partnerships Act (enacted as Title II of the National Affordable
20 Housing Act of 1990), and Emergency Solutions Grant funds.

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

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

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

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

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

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

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

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

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

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

27 ii. If any funds other than Federally-appropriated funds have been paid
28 or will be paid to any person for influencing or attempting to influence an officer or employee of

1 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
2 Member of Congress, in connection with this Federal contract, grant, loan, or cooperative
3 agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to
4 Report Lobbying", in accordance with its instructions.

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

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

16 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

17 The COUNTY's Board of Supervisors have adopted policies and procedures to
18 ensure efficient and effective administration of the CDBG, HOME, and ESG programs. COUNTY
19 will provide these policies and procedures to CITY within a reasonable time after this Agreement's
20 commencement date. COUNTY and City agree to comply with these said policies and program
21 objectives and to take no actions to obstruct implementation of the approved 2019-2024 and
22 subsequent Five Year Consolidated Plans.

23 6. OTHER AGREEMENTS.

24 Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the same
25 requirements applicable to sub-recipients, including the requirement of a written agreement set
26 forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this
27 Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a
28 Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and

1 enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental
2 Agreement will set forth the time schedule for completion of said project(s) and any funding
3 sources, in addition to entitlement funds, that will be used in completing the project(s). If
4 substantial compliance with the completion schedule, due to unforeseen or uncontrollable
5 circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by
6 COUNTY. If COUNTY determines that substantial progress toward drawdown of funds is not
7 made during the term of the Supplemental Agreement, the entitlement funds associated with the
8 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,
9 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend
10 the completion schedule associated with the project(s), or to reprogram the entitlement funds
11 associated with the project(s), will not excuse CITY from complying with terms of this Agreement.

12 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
13 DISTRIBUTION OF ENTITLEMENT FUNDS.

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

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

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

4 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

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

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

18 In addition, the following is to occur:

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

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

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

27 (d) CITY shall provide timely notice to COUNTY of any action which would
28 result in a modification or change in the use of the real property purchased or improved, in whole

1 or in part, with CDBG or HOME funds from that planned at the time of acquisition or
2 improvement, including disposition.

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

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

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

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

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

20 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE
21 OF CDBG FUNDS.

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

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

4 11. TERMINATION.

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

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

9 All agreements between CITY and COUNTY regarding the use of CDBG funds for
10 fiscal years 1975-76 through 2020-2021, and any Supplemental Agreements thereunder, shall
11 remain in full force and effect. If the language of this Agreement is in conflict or inconsistent with
12 the terms of any prior said agreements between CITY and COUNTY, the language of this
13 Agreement will be controlling.

14 13. INDEMNIFICATION

15 CITY agrees to indemnify, defend and hold harmless COUNTY and its authorized officers,
16 employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or
17 liability arising from CITY acts, errors or omissions and for any costs or expenses incurred by
18 COUNTY on account of any claim therefore, except where such indemnifications is prohibited by
19 law. CITY shall promptly notify COUNTY in writing of the occurrence of any such claims,
20 actions, losses, damages, and/or liability. CITY shall indemnify and hold harmless COUNTY
21 against any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the
22 determination by HUD or its successor that activities undertaken by CITY under the program(s)
23 fail to comply with any laws, regulations, or policies applicable thereto or that any funds billed by
24 and disbursed to CITY under this Agreement were improperly expended.

25 14. COMPLIANCE WITH LAWS AND REGULATIONS.

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

28 //

1 15. ENTIRE AGREEMENT.

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

6 16. SEVERABILITY.

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

10 17. ASSIGNMENT.

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

14 18. INTERPRETATION AND GOVERNING LAW.

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

21 19. WAIVER.

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

26 20. JURISDICTION AND VENUE.

27 Any action at law or in equity arising under this Agreement or brought by a Party
28 hereto for the purpose of enforcing, construing or determining the validity of any provision of this

1 Agreement shall be filed in the Superior Court of California, County of Riverside, State of
2 California, and the Parties hereto waive all provisions of law providing for the filing, removal or
3 change of venue to any other court or jurisdiction.

4 21. PROHIBITION OF CDBG FUND TRANSFER

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

9 22. EMERGENCY SOLUTIONS GRANT FORMULA ALLOCATION

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

15 23. HOME INVESTMENT PARTNERSHIP ACT FORMULA
16 ALLOCATION

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

21 24. AMENDMENTS

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

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24. AUTHORITY TO EXECUTE.

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

25. INCORPORATION OF RECITALS

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

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

Date: _____

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

CITY OF XXXXXXXXXXXX,
a general law city


BY: _____
Heidi Marshall, Director
Housing, Homelessness Prevention
& Workforce Solutions

BY: _____
Mayor

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

ATTEST:

BY: _____
City Clerk

By:  _____
Amrit Dhillon, Deputy County Counsel

APPROVED AS TO FORM:

BY: _____
City Attorney

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COUNTY COUNSEL CERTIFICATION

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

Gregory P. Priamos
County Counsel

By: 
Amrit Dhillon, Deputy County Counsel

Exhibit B

Form of Joint Recipient Cooperation Agreement

(Behind this Page)

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1 the CDBG Entitlement program and from any program income generated from the expenditure of
2 such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking,
3 community renewal and lower-income housing assistance activities.

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

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

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

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

21 2. TERM.

22 The term of this Agreement shall be for three (3) years commencing on July 1,
23 2021, and expiring on June 30, 2024, unless an earlier date of termination is fixed by U.S.
24 Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT.

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

1 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
2 APPLICATIONS.

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

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

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

18 (b) The COUNTY and CITY are hereby obligated to take all actions
19 necessary to assure compliance with COUNTY’s certification regarding affirmatively furthering
20 fair housing pursuant to Section 104 (b) of Title I of ACT, as amended.

21 (c) The COUNTY and CITY are hereby obligated to take all actions
22 necessary to assure compliance with Section 504 of the Rehabilitation Act of 1973 and the Age
23 Discrimination Act of 1975.

24 (d) COUNTY and CITY will comply with the applicable provisions of
25 the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964
26 and Title VIII of the Civil Rights Act of 1968; the Fair Housing Act; Title 24 Code of Federal
27 Regulations part 570; Cranston-Gonzales National Affordable housing Act (Public Law 101-625);
28 Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the

1 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42
2 U.S.C. §4630, et. seq.); and other Federal or state statute or regulation applicable to the use of
3 CDBG, HOME Investment Partnerships Act (enacted as Title II of the National Affordable
4 Housing Act of 1990), and Emergency Solutions Grant funds.

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

8 (f) CITY and COUNTY shall meet the citizen participation requirements of 24
9 CFR 570.301 and provide Urban County Program citizens with all of the following:

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

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

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

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

22 v. Provide for public meetings to obtain citizen views and to respond
23 to proposals and questions at all stages of the community development program, including at least
24 the development of needs, the review of proposed activities and review of program performance.
25 Meeting shall be held after adequate notice, at times and locations convenient to potential or actual
26 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 2019-2024 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 Housing,
5 Homelessness Prevention, and Workforce Solutions to determine that the projects are eligible
6 under Federal regulations for funding and inclusion in the One Year Action Plan of the County's
7 Five-Year Consolidated Plan and consistent with both Federal and COUNTY policy governing
8 use of Community Development 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:

<u>COUNTY OF RIVERSIDE</u>	<u>CITY OF</u>
Heidi Marshall, Director	_____, City Manager
County of Riverside HHPWS	City of _____
P.O. Box 4128	_____
Riverside, CA 92514	_____

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2 13. AGREEMENT ADMINISTRATION.

3 The City Manager in the case of the City of _____, and the Director of
4 Housing, Homelessness, and Workforce Solutions, in the case of the County of Riverside, or their
5 designee, shall administer the terms and conditions of this Agreement for their respective city or
6 county.

7 14. COOPERATION; FURTHER ACT.

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

11 15. NO THIRD-PARTY BENEFICIARIES.

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

15 16. SECTION HEADINGS.

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

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

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

26 18. INDEMNIFICATION

27 CITY agrees to indemnify, defend, and hold harmless COUNTY and its authorized
28 officers, employees, agents, and volunteers from any and all claims, actions, losses, damages,

1 and/or liability arising from CITY acts, errors or omissions and for any costs or expenses incurred
2 by COUNTY on account of any claim therefore, except where such indemnifications is prohibited
3 by law. CITY shall promptly notify COUNTY in writing of the occurrence of any such claims,
4 actions, losses, damages, and/or liability.

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

10 19. COMPLIANCE WITH LAWS AND REGULATIONS.

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

13 20. ENTIRE AGREEMENT.

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

18 21. SEVERABILITY.

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

23 22. ASSIGNMENT.

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

27 23. INTERPRETATION AND GOVERNING LAW.

28 This Agreement and any dispute arising hereunder shall be governed by and

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

6 24. WAIVER.

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

11 25. JURISDICTION AND VENUE.

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

17 26. AMENDMENTS

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

24 27. SPECIAL PROVISIONS FOR METROPOLITAIN CITY/URBAN
25 COUNTY JOINT RECIPIENT:

26 (a) The CITY is part of the Urban County Program for purposes of planning
27 and implementation for the entire period of the Urban County Qualification for program years
28 2021-22, 2022-23, and 2023-24 under the CDBG program.

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

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

5 (d) The CITY's allocation will be that portion of the total annual allocation as
6 specified by written notice from HUD, less thirteen (13%) to be retained by the COUNTY for
7 administration of the Urban County CDBG program.

8 (e) In the event that the COUNTY receives supplemental CDBG funding from
9 HUD, pursuant to a national emergency, disaster, or economic recovery, the CITY will receive
10 its allocation of said supplemental CDBG funding if HUD has determined the CITY's portion of
11 the COUNTY's allocation. The CITY's supplemental CDBG allocation will be subject to the
12 retention of administrative funding found in Paragraph (d) of this Section and subject to applicable
13 provisions of Sections 3, 4, 5, 6, and 7 of this Agreement.

14 (f) All other terms and conditions applicable to an Urban County participating
15 city shall apply to the CITY.

16 28. PROHIBITION OF CDBG FUND TRANSFER

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

21 29. AUTHORITY TO EXECUTE.

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

26 30. INCORPORATION OF RECITALS

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

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31. COUNTERPARTS

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

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

Date: _____

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


CITY OF _____,
a general law city

BY: _____
Heidi Marshall, Director
Housing, Homelessness Prevention
& Workforce Solutions

BY: _____
Mayor

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

ATTEST:

By:  _____
Amrit Dhillon, Deputy County Counsel

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

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COUNTY COUNSEL CERTIFICATION

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

Gregory P. Priamos
County Counsel

By: 
Deputy, Amrit Dhillon