

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



**ITEM: 3.14  
(ID # 13662)**

**MEETING DATE:**

Tuesday, November 10, 2020

**FROM:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

**SUBJECT:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS (HHPWS): Adopt Resolution No. 2020-210; A Resolution of the Board of Supervisors of the County of Riverside Rescinding Resolution No. 2020-147; Approving the Cooperation Agreements with Participating Cities for the Community Development Block Grant, Home Investment Partnership Program, and the 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. 2020-210, A Resolution of the Board of Supervisors of the County of Riverside Rescinding Resolution No. 2020-147; Approving the Cooperation Agreements with Participating Cities for the Community Development Block Grant, Home Investment Partnership Program, and the 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 Federal Fiscal Years 2021, 2022, and 2023 between the County of Riverside (County) and the Participating Cities (as defined in the attached Summary), attached hereto as Exhibit A (Cooperation Agreements);
3. Approve the form of the Joint Recipient Cooperation Agreement for the Community Development Block Grant, for Federal Fiscal Years 2021, 2022, and 2023 between the County and the Cities of Lake Elsinore and Murrieta attached hereto as Exhibit B (Joint Recipient Cooperation Agreement);

**ACTION: Policy**

  
Heidi Marshall, Director 10/26/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt 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: November 10, 2020  
xc: HHPWS

Kecia R. Harper

Clerk of the Board

By:   
Deputy

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

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.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	<b>NO</b>
			<b>For Fiscal Year:</b>	21/22, 22/23, 23/24

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

**BACKGROUND:**

**Summary**

The U.S. Department of Housing and Urban Development (HUD) has designated the County of Riverside as qualifying for Urban County status for purposes of the CDBG, HOME, and ESG programs. HUD has also determined that the County of Riverside possesses the essential community development and housing assistance powers for the unincorporated areas of the County. However, the County must enter into cooperation agreements with the units of local government (cities) desiring to become a part of the Urban County program. The attached resolution will approve the cooperation agreements and authorize the 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 County program.

On July 7, 2020 (Minute Order #3.13), the Board adopted Resolution No. 2020-147 approving the Cooperation Agreements for Federal Fiscal Years 2021, 2022, and 2023, between the County and the Participating Cities for the CDBG, ESG, and HOME programs, and also approved the Joint Recipient Cooperation Agreements with the Metropolitan Cities of Lake Elsinore and Murrieta for the CDBG Program. The resolution also authorized the Director of HHPWS to sign the Cooperation Agreements upon execution by the Participating Cities and to sign the Joint Recipient Cooperation Agreement upon execution by the cities of Lake Elsinore and Murrieta. Upon execution by the cities and HHPWS, the cooperation agreements and joint recipient cooperation agreements were submitted to HUD on July 24, 2020, for review and approval.

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

On September 29, 2020, HHPWS was notified by the HUD Los Angeles office that HUD's Counsel is requiring revisions and additional language to the resolutions, the template cooperation agreement and joint recipient cooperation agreements. The required changes are minor and have been made. County Counsel has reviewed and approved the revised Cooperation Agreements and Joint Recipient Cooperation Agreements as to form.

Staff recommends the Board rescind Resolution 2020-147, approve and adopt Resolution No. 2020-220, approve the revised Cooperation Agreements and Joint Recipient Cooperation Agreements, and approve 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.

The CPD funding also provides 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 expands 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.

**Additional Fiscal Information**

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

**ATTACHMENTS**

- Resolution No. 2020-220
- Exhibit A - Cooperation Agreements for 2021, 2022, and 2023
- Exhibit B - Joint Recipient Cooperation Agreements for 2021, 2022, 2023

  
\_\_\_\_\_  
Marcus Maltese

11/2/2020

  
\_\_\_\_\_  
Gregory H. Priaplos, Director County Counsel

10/29/2020

1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2  
3 RESOLUTION NO. 2020-220

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
5 RESCINDING RESOLUTION NO. 2020-147; APPROVING THE COOPERATION  
6 AGREEMENTS WITH PARTICIPATING CITIES FOR THE COMMUNITY  
7 DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP PROGRAM,  
8 AND THE EMERGENCY SOLUTIONS GRANT; AND APPROVING THE JOINT  
9 RECIPIENT COOPERATION AGREEMENTS WITH THE  
10 METROPOLITAN CITIES OF LAKE ELSINORE AND MURRIETA FOR THE  
11 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

12 WHEREAS, on July 7, 2020, the Board of Supervisors adopted Resolution No. 2020-147  
13 (Minute Order 3.13) approving Cooperation Agreements and Joint Recipient Cooperation  
14 Agreements for the Community Development Block grant, HOME Investment Partnership  
15 Program, and the Emergency Solution Grant program;

16 WHEREAS, the Department of Housing and Urban Development (HUD) has requested  
17 certain language in the Cooperation Agreements, Joint Recipient Cooperation Agreements, and  
18 Board Resolution be modified prior to HUD's acceptance;

19 WHEAREAS, the modifications to the Cooperation Agreements, Joint Recipient  
20 Cooperation Agreements, and Board Resolution have been made and must be approved by the  
21 Board of Supervisors through adoption of Board Resolution No. 2020-220;

22 WHEREAS, the approvals contained in Board Resolution No. 2020-147 are moot, and it  
23 is appropriate that the Board Resolution No. 2020-147 be rescinded and replaced by Board  
24 Resolution No. 2020-220;

25 WHEREAS, certain eligible cities in Riverside County have elected to participate within  
26 the Urban County Program of the County of Riverside for Federal Fiscal Years 2021, 2022, and  
27 2023;

28 WHEREAS, the eligible cities include the following: Banning, Beaumont, Blythe, Canyon  
Lake, Calimesa, Coachella, Desert Hot Springs, Eastvale, Indian Wells, La Quinta, Norco, Rancho

11.10.2020 3.14

FORM APPROVED COUNTY COUNSEL  
BY: AMRIT P DHILLON  
DATE: 10/28/2020

1 Mirage, San Jacinto, and Wildomar (collectively the, "Participating Cities" and individually a  
2 "Participating City");

3 WHEREAS, the Board of Supervisors desire to enter into individual cooperation  
4 agreements with the Participating Cities, conforming in form and substance to Cooperation  
5 Agreement for the Community Development Block Grant, HOME Investment Partnership  
6 Program, and Emergency Solutions Grant, for Federal Fiscal Years 2021-2023, attached hereto as  
7 Exhibit A and incorporated herein by this reference ("Cooperation Agreements") to allow the  
8 Participating Cities to carry out activities which are funded by the Community Development Block  
9 Grant, HOME Investment Partnership Program, and the Emergency Solutions Grant, and allow  
10 these Participating Cities to participate in the Urban County Consolidated Planning Programs;

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

14 WHEREAS, the Board of Supervisors desire to enter into a Joint Recipient Cooperation  
15 Agreement with the metropolitan cities of Murrieta and Lake Elsinore conforming in form and  
16 substance the Joint Recipient Cooperation Agreement for the Community Development Block, for  
17 Federal Fiscal Years 2021, 2022, 2023, attached hereto as Exhibit B and incorporated herein by  
18 this reference ("Joint Recipient Cooperation Agreement") to carry out activities which are funded  
19 by Community Development Block Grant program and allow the cities of Lake Elsinore and  
20 Murrieta to participate in the Urban County Consolidated Planning Programs.

21 NOW, THEREFORE BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED  
22 by the Board of Supervisors of the County of Riverside, ("Board"), in regular session assembled  
23 on November 10, 2020, in the meeting room of the Board of Supervisors located on the first floor  
24 of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

- 25 1. That the Board of Supervisors hereby finds and declares that the above recitals are  
26 true and correct and incorporated as though set forth herein.
- 27 2. Resolution No. 2020-147, a resolution adopted by the Board of Supervisors on  
28 July 7, 2020, approving Cooperation Agreements and Joint Recipient Cooperation

1 Agreements for the Community Development Block grant, HOME Investment  
2 Partnership Program, and the Emergency Solution Grant program, is hereby  
3 rescinded in its entirety.

- 4 3. The Board of Supervisors hereby approves and adopts the form of Cooperation  
5 Agreement to be entered into by and between the County and each Participating  
6 City attached hereto as Exhibit A and incorporated herein by this reference.
- 7 4. The Board of Supervisors hereby approves and adopts the form Joint Recipient  
8 Cooperation Agreement to be entered into by and between the County and the cities  
9 of Lake Elsinore and Murrieta, attached hereto as Exhibit B and incorporated herein  
10 by this reference.
- 11 5. The Director of the Department of Housing, Homelessness Prevention, and  
12 Workforce Solutions, or designee, is hereby authorized to execute each  
13 Cooperation Agreement on behalf of the County, provided each agreement is first  
14 signed by the Participating City, substantially conforms in form and substance to  
15 Exhibit A, and is approved as to form by County Counsel.
- 16 6. The Director of the Department of Housing, Homelessness Prevention, and  
17 Workforce Solutions, or designee, is hereby authorized to execute the Joint  
18 Recipient Cooperation Agreement attached hereto as Exhibit B on behalf of the  
19 County, provided the agreement is first signed by the cities of Lake Elsinore and  
20 Murrieta and is approved as to form by County Counsel.
- 21 7. Each Cooperation Agreement and the Joint Recipient Cooperation Agreement shall  
22 be effective on the date the Director of the Department of Housing, Homelessness  
23 Prevention, and Workforce Solutions, or designee, executes such agreement.
- 24 8. Director of the Department of Housing, Homelessness Prevention, and Workforce  
25 Solutions is hereby authorized (i) to sign all documents necessary and appropriate  
26 to effectuate and administer Cooperation Agreements and Joint Recipient  
27 Cooperation Agreements, subject to approval as to form by County Counsel, and  
28

1 (ii) to implement and administer the County's obligations, responsibilities, and  
2 duties to be performed under said agreements.  
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7 ROLL CALL:

8 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
9 Nays: None  
Absent: None

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

13 Kecia R. Harper, Clerk of said Board

14 By   
15 Deputy

1 **COOPERATION AGREEMENT**  
2 **FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,**  
3 **HOME INVESTMENT PARTNERSHIP PROGRAM, AND EMERGENCY SOLUTIONS**  
4 **GRANT FOR FEDERAL FISCAL YEARS 2021, 2022, AND 2023**

5 This Cooperation Agreement for the Community Development Block Grant, HOME  
6 Investment Partnership Program, and the Emergency Solutions Grant for Federal Fiscal Years  
7 2021, 2022, and 2023, hereinafter referred to as "Agreement," is made and entered into this \_\_\_\_\_  
8 day of \_\_\_\_\_, 2020, by and between the COUNTY OF RIVERSIDE, a political subdivision  
9 of the State of California, hereinafter referred to as "COUNTY", and CITY of CITY, an  
10 incorporated municipality within the geographical boundaries of the COUNTY, hereinafter  
11 referred to as "CITY," who together are sometimes referred to herein individually as "Party" or  
12 collectively as the "Parties."

13 **RECITALS**

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

19 **WHEREAS**, the HOME Investment Partnerships Act program, hereinafter referred to as  
20 "HOME," was enacted as Title II of the National Affordable Housing Act of 1990, for the purposes  
21 of: expanding the supply of decent, affordable housing for low and very-low income families with  
22 emphasis on rental housing; building State and local capacity to carry out affordable housing  
23 programs; and providing for coordinated assistance to participants in the development of  
24 affordable low-income housing; and

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



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 in Program 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 109 of Title I of the Act, which incorporates Section 504 of the  
11 Rehabilitation Act of 1973, Title II of the American with Disabilities Act, and the Age  
12 Discrimination Act of 1975.

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

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

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

27                         i.     The estimate of the amount of CDBG funds proposed to be used for  
28 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 COUNTY to determine that the projects are  
18 eligible under Federal regulations for funding and inclusion in the One Year Action Plan of the  
19 County's Five-Year Consolidated Plan and consistent with both Federal and COUNTY policy  
20 governing use of Community Development Block Grant (CDBG) funds.

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

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

1                   8.     COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

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

8                   When CDBG funds are used, in whole or in part, by CITY to acquire real property  
9 or to construct a public facility, CITY will comply with the National Environmental Policy Act of  
10 1969 (42 U.S.C. §§4321, et seq.), the California Environmental Quality Act (Cal. Pub. Resources  
11 Code §§21000, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies  
12 Act of 1970 (42 U.S.C. §§4630, et seq.), and the California Government Code Sections 7260 et  
13 seq., as those Acts may be amended from time-to-time and any Federal or state regulations issued  
14 to implement the aforementioned laws.

15                   In addition, the following is to occur:

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

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

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

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

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

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

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

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

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

18 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE  
19 OF CDBG FUNDS.

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

25 //

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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 such funds  
6 to another such metropolitan city, urban county, unit of general local government, or Indian tribe,  
7 or insular area that directly or indirectly receives CDBG funds in exchange for any other funds,  
8 credits or non-Federal considerations. City must use such funds for activities eligible under title  
9 I of the ACT.

10 22. EMERGENCY SOLUTIONS GRANT FORMULA ALLOCATION

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

16 23. HOME INVESTMENT PARTNERSHIP ACT FORMULA  
17 ALLOCATION

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

22 24. AMENDMENTS

23 No change, amendment, or modification to the Agreement shall be valid or binding  
24 upon CITY or COUNTY unless such change, amendment, or modification is in writing and duly  
25 executed. CITY and COUNTY agree to adopt any necessary amendments to this Agreement to  
26 incorporate changes required by HUD as set forth in the Urban County Qualification Notice.  
27 Amendments must be submitted to HUD as provided in the Urban County Qualification Notice  
28 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:  \_\_\_\_\_  
Amrit P. 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:   
Amit P. Dhillon, Deputy County Counsel

**JOINT RECIPIENT COOPERATION AGREEMENT  
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,  
FOR FEDERAL FISCAL YEARS 2021, 2022, AND 2023**

This Joint Recipient Cooperation Agreement for the Community Development Block Grant for Federal Fiscal Years 2021, 2022, 2023, hereinafter referred to as “Agreement” is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF LAKE ELSINORE, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY.” City and County individually referred to herein as “Party” and collectively as the “Parties.”

**RECITALS**

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

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

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

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

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

1. GENERAL.

(a). This Agreement gives COUNTY authority to undertake, or assist in undertaking, activities for Program Years 2021-22, 2022-23, and 2023-24, that will be funded from

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 109 of Title I of the Act, which incorporates Section  
23 504 of the Rehabilitation Act of 1973, Title II of the American with Disabilities Act, and the Age  
24 Discrimination Act of 1975.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

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

10 6. OTHER AGREEMENTS.

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

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

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

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

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

16 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

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

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

1 implement the aforementioned laws.

2 In addition, the following is to occur:

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

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

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

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

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

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

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

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

27 (ii) If CITY sells the property or facility, or is required to sell the property  
28 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of

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

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

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

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

13 11. TERMINATION.

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

16 12. NOTICES.

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

20  
21 COUNTY OF RIVERSIDE

CITY OF

22 Heidi Marshall, Director

Grant Yates, City Manager

23 County of Riverside HHPWS

City of Lake Elsinore

24 P.O. Box 1428

130 South Main Street

25 Riverside, CA 92504

Lake Elsinore, CA 92530

1                   13.    AGREEMENT ADMINISTRATION.

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

6                   14.    COOPERATION; FURTHER ACT.

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

10                  15.    NO THIRD-PARTY BENEFICIARIES.

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

14                  16.    SECTION HEADINGS.

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

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

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

25                  18.    INDEMNIFICATION

26                  CITY agrees to indemnify, defend, and hold harmless COUNTY and its authorized  
27 officers, employees, agents, and volunteers from any and all claims, actions, losses, damages,  
28 and/or liability arising from CITY acts, errors or omissions and for any costs or expenses incurred

1 by COUNTY on account of any claim therefore, except where such indemnifications is prohibited  
2 by law. CITY shall promptly notify COUNTY in writing of the occurrence of any such claims,  
3 actions, losses, damages, and/or liability.

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

9 19. COMPLIANCE WITH LAWS AND REGULATIONS.

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

12 20. ENTIRE AGREEMENT.

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

17 21. SEVERABILITY.

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

22 22. ASSIGNMENT.

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

26 23. INTERPRETATION AND GOVERNING LAW.

27 This Agreement and any dispute arising hereunder shall be governed by and  
28 interpreted in accordance with the laws of the State of California. This Agreement shall be



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

5 24. WAIVER.

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

10 25. JURISDICTION AND VENUE.

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

16 26. AMENDMENTS

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

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

25 (a) The CITY is part of the Urban County Program for purposes of planning  
26 and implementation for the entire period of the Urban County Qualification for Federal Fiscal  
27 Years 2021, 2022, and 2023 under the CDBG program.

28 (b) HUD will consider the CITY as a unit of general local government that is

1 part of the COUNTY's Urban County program.

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

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

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

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

15 28. PROHIBITION OF CDBG FUND TRANSFER

16 The City may not sell, trade, or otherwise transfer all or any portion of such funds  
17 to another such metropolitan city, urban county, unit of general local government, or Indian tribe,  
18 or insular area that directly or indirectly receives CDBG funds in exchange for any other funds,  
19 credits or non-Federal considerations. City must use such funds for activities eligible under title  
20 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.

1                    31.    COUNTERPARTS

2                    This Agreement may be executed in multiple counterparts, each of which shall be  
3 deemed an original, but all of which, together, shall constitute one and the same instrument.  
4

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

7  
8 Date: \_\_\_\_\_  
9

10 COUNTY OF RIVERSIDE,  
11 a political subdivision of the  
12 State of California

CITY OF MURRIETA,  
a general law city

13  
14 BY: \_\_\_\_\_  
15 Heidi Marshall, Director  
16 Housing, Homelessness Prevention  
17 & Workforce Solutions

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

18  
19 APPROVED AS TO FORM:  
20 Gregory P. Priamos, County Counsel

ATTEST:

21  
22 By:  \_\_\_\_\_  
23 Amrit Dhillon, Deputy County Counsel

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

24  
25 APPROVED AS TO FORM:

26  
27 BY: \_\_\_\_\_  
28 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