

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



**ITEM: 3.15
(ID # 21798)**

MEETING DATE:
Tuesday, June 06, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Adopt Resolution No. 2023-148, Approving the Community Development Block Grant Program, HOME Investment Partnerships Program, and Emergency Solutions Grant, and the Forms of the Cooperation Agreement and Joint Recipient Cooperation Agreement for Federal Fiscal Years 2024, 2025, and 2026, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2023-148, Approving the Community Development Block Grant Program, HOME Investment Partnerships 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;

Continued on Page 2

ACTION:Policy


Heidi Marshall, Director 5/11/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez, and Gutierrez
Nays: None
Absent: Spiegel
Date: June 6, 2023
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the attached form of the Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grant for Fiscal Years 2024-25, 2025-26, 2026-27 between the County of Riverside (County) and the Participating Cities (as defined in the attached Summary), attached hereto (Cooperation Agreement);
3. Approve the attached form of the Joint Recipient Cooperation Agreement for the Community Development Block Grant, for Fiscal Years 2024-25, 2025-26, 2026-27 between the County and the Cities of Lake Elsinore and Murrieta attached hereto (Joint Recipient Cooperation Agreement);
4. Authorize the Director of the Department of Housing and Workforce Solutions, or designee, to execute the Cooperation Agreements, provided each Cooperation Agreement substantially conforms in form and substance to the attached and is approved as to form by County Counsel; and
5. Authorize the Director of the Department of Housing and Workforce Solutions, or designee, to execute the Joint Recipient Cooperation Agreements, provided the Joint Recipient Cooperation Agreements substantially conform in form and substance to the attached 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: 24/25, 25/26, and 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

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 and Workforce Solutions (HWS) or designee, to execute the cooperation agreements with the cities electing to participate in the County's urban program.

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

As of May 15, 2023, 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 2024, 2025, and 2026 (collectively the Participating Cities):

Banning	Eastvale
Blythe	La Quinta
Calimesa	Norco
Canyon Lake	Palm Desert
Coachella	Rancho Mirage
Desert Hot Springs	San Jacinto
	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 form of the Cooperation Agreement and Joint Recipient Cooperation Agreement.

Staff recommends approval and adoption of the resolution and approval of the attached forms of the Cooperation Agreement and Joint Recipient Cooperation Agreement and are approved as to form by County Counsel.

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

Impact on Residents and Businesses

Entering into these cooperation agreements with cities in Riverside County 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:

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

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. 2023-148
- Cooperation Agreement for 2024-25, 2025-26, and 2026-27
- Joint Recipient Cooperation Agreement for 2024-25, 2025-26, and 2026-27


Brianra Lontajo, Principal Management Analyst

5/26/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel

5/24/2023

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3 RESOLUTION NO. 2023-148

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 MURRIETA AND LAKE ELSINORE FOR THE
9 COMMUNITY DEVELOPMENT BLOCK GRANT

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 2024-2025,
12 2025-2026, and 2026-2027; and

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

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 2024-2025, 2025-2026, and 2026-
21 2027, 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; and

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

FORM APPROVED COUNTY COUNSEL
BY: *APD* DATE: 5/24/2023
AMRIT P. DHILLON

1 WHEREAS, the Board of Supervisors desires to enter into a Joint Recipient
2 Cooperation Agreement with the metropolitan cities of Murrieta and Lake Elsinore conforming in
3 form and substance the Joint Recipient Cooperation Agreement for the Community Development
4 Block, for Fiscal Years 2024-2025, 2025-2026, and 2026-2027, attached hereto as Exhibit B and
5 incorporated herein by this reference ("Joint Recipient Cooperation Agreement") to carry out
6 activities which are funded by Community Development Block Grant program and allow the cities
7 of Murrieta and Lake Elsinore to participate in the Urban County Consolidated Planning Programs.

8 NOW, THEREFORE BE IT RESOLVED, FOUND, DETERMINED, AND
9 ORDERED by the Board of Supervisors of the County of Riverside, ("Board"), in regular session
10 assembled on June 6th, 2023, in the meeting room of the Board of Supervisors located on the first
11 floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

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

1 6. Each Cooperation Agreement and the Joint Recipient Cooperation Agreement shall be
2 effective on the date the Director of Housing and Workforce Solutions or designee
3 executes such agreement.

4 7. Director of Housing and Workforce Solutions is hereby authorized (i) to sign all
5 documents necessary and appropriate to effectuate and administer Cooperation
6 Agreements and Joint Recipient Cooperation Agreements, subject to approval as to
7 form by County Counsel, and (ii) to implement and administer the County's obligations,
8 responsibilities, and duties to be performed under said agreements.

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11 ROLL CALL:

12 Ayes: Jeffries, Washington, Perez and Gutierrez
13 Nays: None
14 Absent: Spiegel

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

17 KIMBERLY A. RECTOR, Clerk of said Board

18
19 By:  _____
20 Deputy

21 06.06.2023 3.15

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**JOINT RECIPIENT COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,
FOR FISCAL YEARS 2024-25, 2025-26, 2026-27**

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This Joint Recipient Cooperation Agreement for the Community Development Block Grant for Fiscal Years 2024-25, 2025-26, 2026-27, hereinafter referred to as "Agreement" is made and entered into this _____ day of _____ 2023, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF _____, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY." 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, the HOME Investment Partnerships Act program, hereinafter referred to as "HOME," was enacted as Title II of the National Affordable Housing Act of 1990, for the purposes of: expanding the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing; building State and local capacity to carry out affordable housing programs; and providing for coordinated assistance to participants in the development of affordable low-income housing; and

WHEREAS, the Emergency Solutions Grant, hereinafter referred to as "ESG," was authorized by the McKinney-Vento Homeless Assistance Act of 1987 and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. The objectives of the ESG program are to increase the number and quality of emergency shelters and transitional housing facilities for homeless individuals and families, to operate these facilities and provide essential social services, and to help prevent homelessness; and

1
2 **WHEREAS**, CDBG regulations require counties to re-qualify as an Urban County under
3 the CDBG program every three years; and

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

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

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

11 1. GENERAL.

12 (a). This Agreement gives COUNTY authority to undertake, or assist in
13 undertaking, activities for Fiscal Years 2024-25, 2025-26, and 2026-27, that will be funded from
14 the CDBG Entitlement program and from any program income generated from the expenditure of
15 such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking,
16 community renewal and lower-income housing assistance activities.

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

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

24 (d). By executing this Agreement, CITY understands, acknowledges, and agrees
25 that it will receive no formula HOME fund allocation from the COUNTY’S Urban County
26 Program. Pursuant to 24 CFR 92.101, the CITY may elect to form a HOME Investment Partnership
27 Act (HOME) Consortium with the COUNTY in order to be considered for HOME funding through
28

1 the COUNTY. CITY may apply for HOME funds from the State of California, if permitted by the
2 State.

3 (e). By executing this Agreement, CITY understands, acknowledges, and agrees
4 that it will receive no formula Emergency Solutions Grant (“ESG”) funds from the COUNTY’S
5 Urban County Program but may apply for ESG funds from the State of California, if permitted by
6 the State.

7 2. TERM.

8 The term of this Agreement shall be for three (3) years commencing on July 1,
9 2024, and expiring on June 30, 2027, unless an earlier date of termination is fixed by U.S.
10 Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT. This
11 Agreement shall automatically renew for participation in successive three-year qualification
12 periods, unless COUNTY and CITY provide written notice it elects not to participate in a new
13 qualification period. In the event of termination, a notice shall be sent to the HUD Field Office.

14 Notwithstanding the above, the Parties agree that each Party shall adopt amendments to the
15 Agreement incorporating changes necessary to meet the requirement for cooperation agreements
16 set forth in an Urban County Qualification Notice that is applicable for any subsequent three-year
17 urban qualification period and shall submit such amendment to HUD as provide in the Urban
18 County Qualification Notice. The Parties agree that failure to comply shall void the automatic
19 renewal for such qualification periods.

20 During the term and any successive qualification periods should this Agreement
21 automatically renew, the terms of this Agreement shall remain in effect until the CDBG funds and
22 program income received with respect to activities carried out during the three-year qualification
23 period are expended and the funded activities completed. Furthermore, neither the COUNTY nor
24 the CITY may terminate or withdraw from this Agreement while it remains in effect.

25 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
26 APPLICATIONS.

27 The County of Riverside Housing and Workforce Solutions, subject to approval of
28 COUNTY’S Board of Supervisors, shall be responsible for preparing and submitting to the U.S.

1 Department of Housing and Urban Development (HUD), in a timely manner, all reports and
2 statements required by the ACT and the Federal regulations promulgated by HUD to secure
3 entitlement grant funding under the CDBG, HOME, and ESG programs. This duty shall include
4 the preparation and processing of COUNTY Housing, Community, and Economic Development
5 Needs Identification Report, Citizen Participation Plan, the County Five-Year Consolidated Plan,
6 One-Year Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and
7 other related programs which satisfy the application requirements of ACT and its regulations.

8 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
9 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

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

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

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

19 (d) COUNTY and CITY will comply with the applicable provisions of
20 the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964
21 and Title VIII of the Civil Rights Act of 1968; the Fair Housing Act; Title 24 Code of Federal
22 Regulations part 570; Cranston-Gonzales National Affordable housing Act (Public Law 101-625);
23 Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the
24 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42
25 U.S.C.§4630, et. seq.); Section 109 of Title I of the ACT and implementing regulations at 24 CFR
26 part 6; the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities
27 Act; the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975; the
28 implementing regulations at 24 CFR part 136, and Section 3 of the Civil Rights Act of 1963, as

1 amended; and other Federal or state statute or regulation applicable to the use of CDBG, HOME
2 Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990),
3 and Emergency Solutions Grant funds.

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

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

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

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

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

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

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

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

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

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

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

15 iii. The CITY shall require that the language provided in Sections
16 4(e)(i) and 4(e)(ii) of this Agreement be included in the award documents for all sub-awards at all
17 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative
18 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is
19 a material representation of fact upon which reliance was placed when this transaction was made
20 or entered into.

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

28 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

1 The COUNTY's Board of Supervisors have adopted policies and procedures to
2 ensure efficient and effective administration of the CDBG program. COUNTY will provide these
3 policies and procedures to CITY within a reasonable time after this Agreement's commencement
4 date. COUNTY and City agree to comply with these said policies and program objectives and to
5 take no actions to obstruct implementation of the approved 2019-2024 Five Year Consolidated
6 Plan and the subsequent Five Year Consolidated Plan.

7 6. OTHER AGREEMENTS.

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

24 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
25 DISTRIBUTION OF ENTITLEMENT FUNDS.

26 CITY agrees to submit to COUNTY in writing, no later than the date specified by
27 COUNTY prior to each program year, the activities that the CITY desires to implement with its
28 entitlement funds, said designation to comply with statutory and regulatory provisions governing

1 citizen's participation. Said designation is to be reviewed by the COUNTY's Housing and
2 Workforce Solutions to determine that the projects are eligible under Federal regulations for
3 funding and inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan
4 and consistent with both Federal and COUNTY policy governing use of Community Development
5 Block Grant (CDBG) funds.

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

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

14 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

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

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

28 In addition, the following is to occur:

- 1 (a) Title to the real property shall vest in CITY;
- 2 (b) The real property title will be held by or the constructed facility will be
3 maintained by the CITY for the approved use until five years after the date that the project is
4 reported as "Completed" within the annual Consolidated Annual Performance and Evaluation
5 Report.
- 6 (c) While held by CITY, the real property or the constructed facility is to be
7 used exclusively for the purpose for which acquisition or construction was originally approved by
8 COUNTY;
- 9 (d) CITY shall provide timely written notice to COUNTY of any action which
10 would result in a modification or change in the use of the real property purchased or improved, in
11 whole or in part, with CDBG or HOME funds from that planned at the time of acquisition or
12 improvement, including disposition.
- 13 (e) CITY shall provide timely written notice to citizens and opportunity to
14 comment on any proposed modification or change;
- 15 (f) Written approval from COUNTY must be secured if the property or the
16 facility is to be put to an alternate use that is or is not consistent with Federal regulations governing
17 CDBG funds;
- 18 (g) Should CITY desire during the five (5) year period to use the real property
19 or the constructed facility for a purpose not consistent with applicable Federal regulations
20 governing CDBG funds or to sell the real property or facility, then:
 - 21 (i) If CITY desires to retain title, it will have to reimburse either COUNTY
22 or the Federal government an amount that represents the percentage of current fair market value
23 that is identical to the percentage that CDBG funds initially comprised to when the property was
24 acquired or the facility was constructed;
 - 25 (ii) If CITY sells the property or facility, or is required to sell the property
26 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of
27 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the
28 monies paid to initially acquire the property or construct the facility. This percentage amount will

1 be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

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

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

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

11 11. TERMINATION.

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

14 12. NOTICES.

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

18		
19	<u>COUNTY OF RIVERSIDE</u>	<u>CITY OF</u>
20	Heidi Marshall, Director	, City Manager
21	<u>County of Riverside HWS</u>	<u>City of</u>
22	<u>P.O. Box 4128</u>	<u></u>
23	<u>Riverside, CA 92514</u>	<u></u>

24
25 13. AGREEMENT ADMINISTRATION.

26 The City Manager in the case of the City of _____, and the Director of
27 Housing and Workforce Solutions, in the case of the County of Riverside, or their designee, shall
28 administer the terms and conditions of this Agreement for their respective city or county.

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14. COOPERATION; FURTHER ACT.

The PARTIES shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purpose of the Agreement, including but not limited to signing assurances and certifications as set forth in HUD 424-B.

15. NO THIRD-PARTY BENEFICIARIES.

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

16. SECTION HEADINGS.

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

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

All agreements between CITY and COUNTY regarding the use of CDBG funds for fiscal years 1975-76 through fiscal years 2024-2025, and any Supplemental Agreements there under, shall remain in full force and effect. If the language of this Agreement is in conflict or inconsistent with the terms of any prior said agreements between CITY and COUNTY, the language of this Agreement will be controlling.

18. INDEMNIFICATION

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

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

6 19. COMPLIANCE WITH LAWS AND REGULATIONS.

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

9 20. ENTIRE AGREEMENT.

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

14 21. SEVERABILITY.

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

19 22. ASSIGNMENT.

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

23 23. INTERPRETATION AND GOVERNING LAW.

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

1 Parties having been represented by counsel in the negotiation and preparation hereof.

2 24. WAIVER.

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

7 25. JURISDICTION AND VENUE.

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

13 26. AMENDMENTS

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

20 27. SPECIAL PROVISIONS FOR METROPOLITAIN CITY/URBAN
21 COUNTY JOINT RECIPIENT:

22 (a) The CITY is part of the Urban County Program for purposes of planning
23 and implementation for the entire period of the Urban County Qualification for program years
24 2024-25, 2025-26, and 2026-27 under the CDBG program.

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

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

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

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

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

12 28. PROHIBITION OF CDBG FUND TRANSFER

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

17 29. AUTHORITY TO EXECUTE.

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

22 30. INCORPORATION OF RECITALS

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

25 31. COUNTERPARTS

26 This Agreement may be executed in multiple counterparts, each of which shall be
27 deemed an original, but all of which, together, shall constitute one and the same instrument.
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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: form - do not sign
Heidi Marshall, Director
Housing and Workforce Solutions

BY: _____
Mayor

APPROVED AS TO FORM:
Minh C. Tran, 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 of the County of Riverside 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.

Minh C. Tran
County Counsel

By: _____
Deputy, Amrit P. Dhillon

1
2 **WHEREAS**, CDBG regulations require counties to re-qualify as an Urban County under
3 the CDBG program every three years; and

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

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

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

11 1. GENERAL.

12 (a). This Agreement gives COUNTY authority to undertake, or assist in
13 undertaking, activities for Fiscal Years 2024-25, 2025-26, and 2026-27, that will be funded from
14 the CDBG Entitlement program and from any program income generated from the expenditure of
15 such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking,
16 community renewal and lower-income housing assistance activities.

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

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

24 (d). By executing this Agreement, CITY understands, acknowledges, and agrees
25 that it will receive no formula HOME fund allocation from the COUNTY’S Urban County
26 Program. Pursuant to 24 CFR 92.101, the CITY may elect to form a HOME Investment Partnership
27 Act (HOME) Consortium with the COUNTY in order to be considered for HOME funding through
28

1 the COUNTY. CITY may apply for HOME funds from the State of California, if permitted by the
2 State.

3 (e). By executing this Agreement, CITY understands, acknowledges, and agrees
4 that it will receive no formula Emergency Solutions Grant (“ESG”) funds from the COUNTY’S
5 Urban County Program but may apply for ESG funds from the State of California, if permitted by
6 the State.

7 2. TERM.

8 The term of this Agreement shall be for three (3) years commencing on July 1,
9 2024, and expiring on June 30, 2027, unless an earlier date of termination is fixed by U.S.
10 Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT. This
11 Agreement shall automatically renew for participation in successive three-year qualification
12 periods, unless COUNTY and CITY provide written notice it elects not to participate in a new
13 qualification period. In the event of termination, a notice shall be sent to the HUD Field Office.

14 Notwithstanding the above, the Parties agree that each Party shall adopt amendments to the
15 Agreement incorporating changes necessary to meet the requirement for cooperation agreements
16 set forth in an Urban County Qualification Notice that is applicable for any subsequent three-year
17 urban qualification period and shall submit such amendment to HUD as provide in the Urban
18 County Qualification Notice. The Parties agree that failure to comply shall void the automatic
19 renewal for such qualification periods.

20 During the term and any successive qualification periods should this Agreement
21 automatically renew, the terms of this Agreement shall remain in effect until the CDBG funds and
22 program income received with respect to activities carried out during the three-year qualification
23 period are expended and the funded activities completed. Furthermore, neither the COUNTY nor
24 the CITY may terminate or withdraw from this Agreement while it remains in effect.

25 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
26 APPLICATIONS.

27 The County of Riverside Housing and Workforce Solutions, subject to approval of
28 COUNTY’S Board of Supervisors, shall be responsible for preparing and submitting to the U.S.

1 Department of Housing and Urban Development (HUD), in a timely manner, all reports and
2 statements required by the ACT and the Federal regulations promulgated by HUD to secure
3 entitlement grant funding under the CDBG, HOME, and ESG programs. This duty shall include
4 the preparation and processing of COUNTY Housing, Community, and Economic Development
5 Needs Identification Report, Citizen Participation Plan, the County Five-Year Consolidated Plan,
6 One-Year Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and
7 other related programs which satisfy the application requirements of ACT and its regulations.

8 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
9 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

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

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

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

19 (d) COUNTY and CITY will comply with the applicable provisions of
20 the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964
21 and Title VIII of the Civil Rights Act of 1968; the Fair Housing Act; Title 24 Code of Federal
22 Regulations part 570; Cranston-Gonzales National Affordable housing Act (Public Law 101-625);
23 Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the
24 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42
25 U.S.C.§4630, et. seq.); Section 109 of Title I of the ACT and implementing regulations at 24 CFR
26 part 6; the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities
27 Act; the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975; the
28 implementing regulations at 24 CFR part 136, and Section 3 of the Civil Rights Act of 1963, as

1 amended; and other Federal or state statute or regulation applicable to the use of CDBG, HOME
2 Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990),
3 and Emergency Solutions Grant funds.

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

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

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

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

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

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

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

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

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

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

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

15 iii. The CITY shall require that the language provided in Sections
16 4(e)(i) and 4(e)(ii) of this Agreement be included in the award documents for all sub-awards at all
17 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative
18 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is
19 a material representation of fact upon which reliance was placed when this transaction was made
20 or entered into.

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

28 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

1 The COUNTY's Board of Supervisors have adopted policies and procedures to
2 ensure efficient and effective administration of the CDBG program. COUNTY will provide these
3 policies and procedures to CITY within a reasonable time after this Agreement's commencement
4 date. COUNTY and City agree to comply with these said policies and program objectives and to
5 take no actions to obstruct implementation of the approved 2019-2024 Five Year Consolidated
6 Plan and the subsequent Five Year Consolidated Plan.

7 6. OTHER AGREEMENTS.

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

24 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
25 DISTRIBUTION OF ENTITLEMENT FUNDS.

26 CITY agrees to submit to COUNTY in writing, no later than the date specified by
27 COUNTY prior to each program year, the activities that the CITY desires to implement with its
28 entitlement funds, said designation to comply with statutory and regulatory provisions governing

1 citizen's participation. Said designation is to be reviewed by the COUNTY's Housing and
2 Workforce Solutions to determine that the projects are eligible under Federal regulations for
3 funding and inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan
4 and consistent with both Federal and COUNTY policy governing use of Community Development
5 Block Grant (CDBG) funds.

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

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

14 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

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

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

28 In addition, the following is to occur:

- 1 (a) Title to the real property shall vest in CITY;
- 2 (b) The real property title will be held by or the constructed facility will be
3 maintained by the CITY for the approved use until five years after the date that the project is
4 reported as "Completed" within the annual Consolidated Annual Performance and Evaluation
5 Report.
- 6 (c) While held by CITY, the real property or the constructed facility is to be
7 used exclusively for the purpose for which acquisition or construction was originally approved by
8 COUNTY;
- 9 (d) CITY shall provide timely written notice to COUNTY of any action which
10 would result in a modification or change in the use of the real property purchased or improved, in
11 whole or in part, with CDBG or HOME funds from that planned at the time of acquisition or
12 improvement, including disposition.
- 13 (e) CITY shall provide timely written notice to citizens and opportunity to
14 comment on any proposed modification or change;
- 15 (f) Written approval from COUNTY must be secured if the property or the
16 facility is to be put to an alternate use that is or is not consistent with Federal regulations governing
17 CDBG funds;
- 18 (g) Should CITY desire during the five (5) year period to use the real property
19 or the constructed facility for a purpose not consistent with applicable Federal regulations
20 governing CDBG funds or to sell the real property or facility, then:
 - 21 (i) If CITY desires to retain title, it will have to reimburse either COUNTY
22 or the Federal government an amount that represents the percentage of current fair market value
23 that is identical to the percentage that CDBG funds initially comprised to when the property was
24 acquired or the facility was constructed;
 - 25 (ii) If CITY sells the property or facility, or is required to sell the property
26 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of
27 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the
28 monies paid to initially acquire the property or construct the facility. This percentage amount will

1 be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

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

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

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

11 11. TERMINATION.

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

14 12. NOTICES.

15 All correspondence and notices required or contemplated by this Agreement shall
16 be delivered to the respective parties at the addresses set forth below and are deemed submitted
17 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 HWS	City of
P.O. Box 4128	
Riverside, CA 92514	

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25 13. AGREEMENT ADMINISTRATION.

26 The City Manager in the case of the City of _____, and the Director of
27 Housing and Workforce Solutions, in the case of the County of Riverside, or their designee, shall
28 administer the terms and conditions of this Agreement for their respective city or county.

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14. COOPERATION; FURTHER ACT.

The PARTIES shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purpose of the Agreement, including but not limited to signing assurances and certifications as set forth in HUD 424-B.

15. NO THIRD-PARTY BENEFICIARIES.

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

16. SECTION HEADINGS.

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

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

All agreements between CITY and COUNTY regarding the use of CDBG funds for fiscal years 1975-76 through fiscal years 2024-2025, and any Supplemental Agreements there under, shall remain in full force and effect. If the language of this Agreement is in conflict or inconsistent with the terms of any prior said agreements between CITY and COUNTY, the language of this Agreement will be controlling.

18. INDEMNIFICATION

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

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

6 19. COMPLIANCE WITH LAWS AND REGULATIONS.

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

9 20. ENTIRE AGREEMENT.

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

14 21. SEVERABILITY.

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

19 22. ASSIGNMENT.

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

23 23. INTERPRETATION AND GOVERNING LAW.

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

1 Parties having been represented by counsel in the negotiation and preparation hereof.

2 24. WAIVER.

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

7 25. JURISDICTION AND VENUE.

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

13 26. AMENDMENTS

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

20 27. SPECIAL PROVISIONS FOR METROPOLITAIN CITY/URBAN
21 COUNTY JOINT RECIPIENT:

22 (a) The CITY is part of the Urban County Program for purposes of planning
23 and implementation for the entire period of the Urban County Qualification for program years
24 2024-25, 2025-26, and 2026-27 under the CDBG program.

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

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

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

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

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

12 28. PROHIBITION OF CDBG FUND TRANSFER

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

17 29. AUTHORITY TO EXECUTE.

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

22 30. INCORPORATION OF RECITALS

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

25 31. COUNTERPARTS

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

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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: form - do not sign

Heidi Marshall, Director
Housing and Workforce Solutions

BY: _____
Mayor

APPROVED AS TO FORM:
Minh C. Tran, County Counsel

ATTEST:

By: APD
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 of the County of Riverside 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.

Minh C. Tran
County Counsel

By: _____
Deputy, Amrit P. Dhillon