

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



ITEM: 3.10  
(ID # 25210)

MEETING DATE:  
Tuesday, July 02, 2024

**FROM :** HOUSING AND WORKFORCE SOLUTIONS

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS): Adopt Resolution No. 2024-142, Approving the Community Development Block Grant Program, Form of the Joint Recipient Cooperation Agreement with the City of Palm Desert for Fiscal Years 2025/26 and 2026/27, District 4. [\$0]

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

1. Adopt Resolution No. 2024-142, Approving the Joint Recipient Cooperation Agreement with the Metropolitan City of Palm Desert for the Community Development Block Grant Program;
2. Approve the attached form of the Joint Recipient Cooperation Agreement for the Community Development Block Grant, for Fiscal Years 2025-26, 2026-27 between the County of Riverside and the City of Palm Desert attached hereto (Joint Recipient Cooperation Agreement); and
3. Authorize the Director of the Department of Housing and Workforce Solutions, or designee, to execute the Joint Recipient Cooperation Agreement, provided the Joint Recipient Cooperation Agreement substantially conforms as to form and substance to the attached, and is approved as to form by County Counsel.

**ACTION:**Policy

  
Heidi Marshall, Director 6/10/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: July 2, 2024  
xc: HWS

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

| <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: No</b>              |                     |
|                             |                             |                          | <b>For Fiscal Year: 25/26 &amp; 26/27</b> |                     |

**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 Community Development Block Grant (CDBG), HOME Investments Partnerships (HOME), and Emergency Shelter Grant (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 or joint recipient cooperation agreements with the units of local government (cities) desiring to become a part of the Urban County program.

As of May 29, 2024, the City of Palm Desert attained Metropolitan City status and desires to participate in the County's Urban County Program as joint recipient cooperating city. The attached resolution will approve the joint recipient cooperation agreements and authorize the Director of the Department of Housing and Workforce Solutions (HWS) or designee, to execute the joint recipient cooperation agreement with the City of Palm Desert that has elected to participate in the County's urban program.

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

In addition, HUD requires that the Joint-Metro 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 this cooperation agreement with the City of Palm Desert in Riverside County is necessary to allow the expenditure of Community Planning Development (CPD) funds within the city's jurisdiction. 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



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

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.

**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. 2024-142
- Joint Recipient Cooperation Agreement for 2025-26, and 2026-27

  
Brianna Lontajo, Principal Management Analyst

6/26/2024

  
Aaron Gettis, Chief of Deputy County Counsel

6/20/2024

2  
3 RESOLUTION NO. 2024-142

4 APPROVING THE JOINT RECIPIENT COOPERATION AGREEMENT WITH THE  
5 METROPOLITAN CITY OF PALM DESERT FOR THE COMMUNITY DEVELOPMENT  
6 BLOCK GRANT FOR FEDERAL FISCAL YEARS 2025-2026 AND 2026-2027

7 WHEREAS, on June 6, 2023, the Board of Supervisors approved Resolution No.  
8 2024-148 of certain eligible cities in Riverside County that elected to participate with the Urban  
9 County Program of the County of Riverside for Federal Fiscal Years 2024-2025, 2025-2026, and  
10 2027; and

11 WHEREAS, the eligible cities to enter into Cooperation Agreements included the  
12 following: Banning, Blythe, Canyon Lake, Calimesa, Coachella, Desert Hot Springs, Eastvale, La  
13 Quinta, Norco, Palm Desert, Rancho Mirage, San Jacinto, and Wildomar, and to enter Joint  
14 Recipient Cooperations Agreement included Murrieta and Lake Elsinore; and

15 WHEREAS, City of Palm Desert, an eligible City, in Riverside County has now  
16 elected to participate as a Joint Recipient within the Urban County Program of the County of  
17 Riverside for Federal Fiscal Years 2025-2026, and 2026-2027; and

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

21 WHEREAS, the Board of Supervisors desires to enter into a Joint Recipient  
22 Cooperation Agreement with the metropolitan city of Palm Desert conforming in form and  
23 substance the Joint Recipient Cooperation Agreement for the Community Development Block, for  
24 Fiscal Years, 2025-2026, and 2026-2027, attached hereto as Exhibit A and incorporated herein by  
25 this reference ("Joint Recipient Cooperation Agreement") to carry out activities which are funded  
26 by Community Development Block Grant program and allow the city of Palm Desert to participate  
27 in the Urban County Consolidated Planning Programs.  
28

FORM APPROVED COUNTY COUNSEL  
BY:  PAULA S. SALCIDO  
6-12-2024  
DATE



1 NOW, THEREFORE BE IT RESOLVED, FOUND, DETERMINED, AND  
2 ORDERED by the Board of Supervisors of the County of Riverside, ("Board"), in regular session  
3 assembled on July 2, 2024, in the meeting room of the Board of Supervisors located on the first  
4 floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

- 5 1. That the Board of Supervisors hereby finds and declares that the above recitals are true  
6 and correct and incorporated as though set forth herein.
- 7 2. 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 City of  
9 Palm Desert attached hereto as Exhibit A and incorporated herein by this reference.
- 10 3. The Director of Housing and Workforce Solutions ("HWS"), or designee, is hereby  
11 authorized to execute the Joint Recipient Cooperation Agreement attached hereto as  
12 Exhibit A on behalf of the County, provided the agreement is first signed by the City  
13 of Palm Desert and is approved as to form by County Counsel.
- 14 4. Each Joint Recipient Cooperation Agreement shall be effective on the date the Director  
15 of HWS, or designee, executes such agreement.
- 16 5. Director of Housing and Workforce Solutions is hereby authorized (i) to sign all  
17 documents necessary and appropriate to effectuate and administer Joint Recipient  
18 Cooperation Agreements, subject to approval as to form by County Counsel, and (ii) to  
19 implement and administer the County's obligations, responsibilities, and duties to be  
20 performed under said agreements.

21 ROLL CALL:

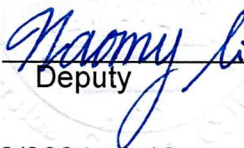
22 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

23 Nays: None

24 Absent: None

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

28 KIMBERLY A. RECTOR, Clerk of said Board

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

Resolution No. 2024-142

07/02/2024 3.10



1           1.     GENERAL.

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

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

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

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

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

24           2.     TERM.

25           The term of this Agreement shall be for two (2) years commencing on July 1, 2025,  
26 and expiring on June 30, 2027, and until the funds granted and program income received during  
27 the two-year program period are expended and the funded activities completed. Neither the County  
28

1 nor the Municipality may terminate, withdraw, or be removed from the program during the two-  
2 year program period.

3 This Agreement will renew automatically for participation in successive three-year Urban  
4 County qualification periods, unless the Municipality or the County provide written notice to the  
5 other party that it elects not to participate in a new qualification period. The terminating party shall  
6 send a copy of the termination to the HUD field office by the date specified in HUD's Urban  
7 County Qualification Notice. The County will notify the Municipality in writing of the  
8 Municipality's right to make this election. A copy of the County's notification must be sent to the  
9 HUD field office by the date specified in the Urban County Qualification Notice.

10 The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to  
11 meet any new Urban County Qualification requirement(s) for subsequent qualification cycles,  
12 when applicable. Failure by either Party to adopt any such amendment, and to submit such  
13 amendment to HUD, will void the automatic renewal of such qualification period.

14 3. PREPARATION OF FEDERALLY REQUIRED FUNDING  
15 APPLICATIONS.

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

25 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND  
26 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.



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

4 (b) The COUNTY and CITY are hereby obligated to take all actions  
5 necessary to assure compliance with COUNTY's certification regarding affirmatively furthering  
6 fair housing pursuant to Section 104 (b) of Title I of the Housing and Community Development  
7 Act of 1974, as amended, that the grant will be conducted and administered in conformity with  
8 Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and  
9 the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with  
10 the obligation to affirmatively further fair housing. The parties shall comply with Section 109 of  
11 Title I of the Housing and Community Development Act of 1974, and the implementing  
12 regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973,  
13 and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act  
14 of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975,  
15 and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban  
16 Development Act of 1968, and all other applicable laws and regulations. The Parties agree that  
17 Urban County funding in no event will be used for Activities in, or in support of, any cooperating  
18 unit of general local government that impedes the County's actions to comply with the County's  
19 fair housing certification and duty to affirmatively further fair housing.

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

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

25 i. The estimate of the amount of CDBG funds proposed to be used for  
26 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 Meeting shall be held after adequate notice, at times and locations convenient to potential or actual  
15 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 Sections  
6 4(e)(i) and 4(e)(ii) of this Agreement be included in the award documents for all sub-awards at all  
7 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative  
8 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is  
9 a material representation of fact upon which reliance was placed when this transaction was made  
10 or entered into.

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

18           5.     COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

19           The COUNTY's Board of Supervisors have adopted policies and procedures to  
20 ensure efficient and effective administration of the CDBG program. COUNTY will provide these  
21 policies and procedures to CITY within a reasonable time after this Agreement's commencement  
22 date. COUNTY and City agree to comply with these said policies and program objectives and to  
23 take no actions to obstruct implementation of the approved 2024-2029 Five Year Consolidated  
24 Plan and the subsequent Five Year Consolidated Plan.

25           6.     COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND OTHER  
26 APPLICABLE STATUTES, REGULATIONS AND ORDINANCE.



- 1 a. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking, essential  
2 community renewal and lower-income housing assistance activities, as approved and  
3 authorized between the parties in the CDBG Agreements, including the Consolidated Plan.
- 4 b. COUNTY and CITY agree to take all actions necessary to assure compliance with the  
5 urban county's certification under section 104(b) of Title I of the Housing and Community  
6 Development Act of 1974, that the grant will be conducted and administered in conformity  
7 with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR  
8 part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100,  
9 and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively  
10 Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to  
11 be codified at 24 CFR 5.151 and 5.152; and available at  
12 [https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-](https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications)  
13 [affirmatively-furthering-fair-housing-definitions-and-certifications.](https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications)
- 14 c. COUNTY and CITY agree to comply with section 109 of Title I of the Housing and  
15 Community Development Act of 1974, and the implementing regulations at 24 CFR part  
16 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing  
17 regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the  
18 implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the  
19 14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban  
20 Development Act of 1968.
- 21 d. COUNTY AND CITY agree to comply with other applicable laws.
- 22 e. COUNTY AND CITY agree that CDBG urban county funding is prohibited for activities  
23 in, or in support of, any cooperating unit of general local government that does not  
24 affirmatively further fair housing within its own jurisdiction or that impedes the county's  
25 actions to comply with the county's fair housing certification.

26 f. PROHIBITION OF CDBG FUND TRANSFERS

27 The CITY may not sell, trade, or otherwise transfer all or any portion of the CDBG funds  
28 to another such cooperating city, metropolitan city, urban county, or Indian tribe, that

1           **directly or indirectly** receives CDBG funds in exchange for any other funds, credits, or  
2           non-Federal considerations, CITY must use the CDBG funds for activities eligible under  
3           Title I of the ACT.

4           7.       OTHER AGREEMENTS.

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

21          8.       DETERMINATION OF PROJECTS TO BE FUNDED AND  
22          DISTRIBUTION OF ENTITLEMENT FUNDS.

23          CITY agrees to submit to COUNTY in writing, no later than the date specified by  
24          COUNTY prior to each program year, the activities that the CITY desires to implement with its  
25          entitlement funds, said designation to comply with statutory and regulatory provisions governing  
26          citizen's participation. Said designation is to be reviewed by the COUNTY's Housing and  
27          Workforce Solutions to determine that the projects are eligible under Federal regulations for  
28          funding and inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan

1 and consistent with both Federal and COUNTY policy governing use of Community Development  
2 Block Grant (CDBG) funds.

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

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

11 9. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

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

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

25 In addition, the following is to occur:

- 26 (a) Title to the real property shall vest in CITY;
- 27 (b) The real property title will be held by or the constructed facility will be  
28 maintained by the CITY for the approved use until five years after the date that the project is



1 reported as “Completed” within the annual Consolidated Annual Performance and Evaluation  
2 Report.

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

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

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

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

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

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

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

27 11. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE  
28 OF CDBG FUNDS.

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

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

8 12. TERMINATION.

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

11 13. NOTICES.

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

15  
16 COUNTY OF RIVERSIDE

17 Heidi Marshall, Director

18 County of Riverside HWS

19 P.O. Box 1528

20 Riverside, CA 92502

21  
22 CITY OF

23 Todd Hileman, City Manager

24 City of Palm Desert

25 73510 Fred Waring Drive

26 Palm Desert, CA 92260

27 14. AGREEMENT ADMINISTRATION.

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

4 15. COOPERATION; FURTHER ACT.

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

8 16. NO THIRD-PARTY BENEFICIARIES.

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

12 17. SECTION HEADINGS.

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

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

18 All agreements between CITY and COUNTY regarding the use of CDBG funds for  
19 fiscal years 1975-76 through fiscal years 2023-2024, and any Supplemental Agreements there  
20 under, shall remain in full force and effect. If the language of this Agreement is in conflict or  
21 inconsistent with the terms of any prior said agreements between CITY and COUNTY, the  
22 language of this Agreement will be controlling.

23 19. INDEMNIFICATION

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



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

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

7 20. COMPLIANCE WITH LAWS AND REGULATIONS.

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

10 21. ENTIRE AGREEMENT.

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

15 22. SEVERABILITY.

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

20 23. ASSIGNMENT.

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

24 24. INTERPRETATION AND GOVERNING LAW.

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

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

3 25. WAIVER.

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

8 26. JURISDICTION AND VENUE.

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

14 27. AMENDMENTS

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

21 28. SPECIAL PROVISIONS FOR METROPOLITAIN CITY/URBAN  
22 COUNTY JOINT RECIPIENT:

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

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

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

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

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

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

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

13 29. PROHIBITION OF CDBG FUND TRANSFER

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

18 30. AUTHORITY TO EXECUTE.

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

23 31. INCORPORATION OF RECITALS

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

26 32. COUNTERPARTS

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

1           33.     ELECTRONIC SIGNATURE

2 Each party of this Amendment to Agreement agrees to the use of electronic signatures, such as  
3 digital signatures that meet the requirements of the California Uniform Electronic Transactions  
4 Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties  
5 further agree that the electronic signatures of the parties included in this Agreement are intended  
6 to authenticate this writing and to have the same force and effect as manual signatures. Electronic  
7 signature means an electronic sound, symbol, or process attached to or logically associated with  
8 an electronic record and executed or adopted by a person with the intent to sign the electronic  
9 record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an  
10 electronic signature for transactions and contracts among parties in California, including a  
11 government agency. Digital signature means an electronic identifier, created by computer,  
12 intended by the party using it to have the same force and effect as the use of a manual signature,  
13 and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature  
14 is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

15  
16           In the event that any signature is delivered by facsimile or electronic transmission, such  
17 signature shall create a valid and binding obligation of the party executing (or on whose  
18 behalf such signature is executed) with the same force and effect as though such facsimile  
19 or electronic signature page were an original thereof.

20           The Parties may sign in writing or by electronic signature. An electronic signature,  
21 facsimile copy, or computer image of a signature will be treated, and will have the same  
22 effect as, an original signature, and will have the same effect, as an original signed copy of  
23 this document. This Acknowledgement may be amended or modified only by a written  
24 instrument signed by authorized representatives of both Parties.

25  
26           34.     COUNTERPARTS

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

**[SIGNATURE ON FOLLOWING PAGE]**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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 PALM DESERT,  
a Charter City


BY: FORM COPY - DO NOT SIGN

\_\_\_\_\_  
Heidi Marshall, Director  
Housing and Workforce Solutions

BY: FORM COPY - DO NOT SIGN

\_\_\_\_\_  
Mayor

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

By:   
\_\_\_\_\_  
Paula S. Salcido, Deputy County Counsel

ATTEST:

BY: FORM COPY - DO NOT SIGN

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney



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, Paula S. Salcido