

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



**ITEM: 3.43  
(ID # 25700)**

**MEETING DATE:**  
Tuesday, August 27, 2024

**FROM :** HOUSING AND WORKFORCE SOLUTIONS

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS): Adopt Resolution No. 2024-192, 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. 2024-192, Approving the Joint Recipient Cooperation Agreement with the Metropolitan City of Palm Desert for the Community Development Block Grant Program;
2. Rescind Resolution No. 2024-142, and approve Resolution No. 2024-192;
3. Approve 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);
4. Rescind authorization of the Director of the Department of Housing and Workforce Solutions, or designee, to execute the Joint Recipient Cooperation Agreement with City of Palm Desert, and
5. Authorize the Chair of the Board to execute the Joint Recipient Cooperation Agreement with City of Palm Desert.

**ACTION:Policy**

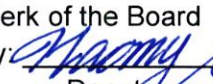
  
Heidi Marshall, Director 7/31/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: August 27, 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 - 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. Resolution No. 2024-192 will approve the Joint Recipient Cooperation Agreements with City of Palm Desert and authorize the Chair of the Board to execute the Joint Recipient Cooperation Agreement with the City of Palm Desert.

On July 2, 2024, (Minute Order 3.10), the Board of Supervisors approved Resolution No. 2024-142, approving the Joint Recipient Cooperation Agreement with the Metropolitan City of Palm Desert for the Community Development Block Grant Program and authorizing the Director of the Department of Housing and Workforce Solutions or designee, to execute the Joint Recipient Cooperation Agreement.

On July 30, 2024, HUD CPD Field Office Counsel requested revisions to previously adopted Resolution No. 2024-142 and the Joint Recipient Cooperation Agreement with City of Palm Desert. Resolution No. 2024-192 and attached Joint Recipient Cooperation Agreement incorporate HUD Counsel's requested revisions and additions.

Staff recommends that the Board adopt Resolution No. 2024-192 and rescind Resolution No. 2024-142. County Counsel has reviewed and approved the attached Resolution No. 2024-192 as to form.

In addition, HUD requires that the Joint Recipient Cooperation Agreement include a certification from County Counsel certifying that the agreement is authorized under state and

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

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 Joint Recipient Cooperation Agreement with the City of Palm Desert in Riverside County is necessary to allow the expenditure of Community Planning Development (CPD) funds which include CDBG, ESG and HOME 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 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. 2024-192
- Joint Recipient Cooperation Agreement City of Palm Desert for 2025-26 and 2026-27

  
Brianna Lontajo, Principal Management Analyst 8/22/2024

  
Aaron Gettis, Chief of Deputy County Counsel 8/13/2024

2  
3 RESOLUTION NO. 2024-192

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 2023-148 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 Cooperation Agreements 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 for Fiscal Years, 2025-2026,  
23 and 2026-2027 to carry out activities which are funded by Community Development Block Grant  
24 program and allow the City of Palm Desert to participate in the Urban County Consolidated  
25 Planning Programs.

26 NOW, THEREFORE BE IT RESOLVED, FOUND, DETERMINED, AND  
27 ORDERED by the Board of Supervisors of the County of Riverside, ("Board"), in regular session  
28 assembled on August 27, 2024, in the meeting room of the Board of Supervisors located on the

FORM APPROVED COUNTY COUNSEL  
BY:  PAULA S. SALCIDO  
DATE: 8/26/2024

1 first floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as  
2 follows:

- 3 1. That the Board of Supervisors hereby finds and declares that the above recitals are true  
4 and correct and incorporated as though set forth herein.
- 5 2. The Board of Supervisors hereby approves and adopts the Joint Recipient Cooperation  
6 Agreement to be entered into by and between the County and the City of Palm Desert  
7 for fiscal years 2025-2026 and 2026-2027.
- 8 3. The Chair of the Board is hereby authorized to execute the Joint Recipient Cooperation  
9 Agreement with City of Palm Desert on behalf of the County, provided the agreement  
10 is first signed by the City of Palm Desert and is approved as to form by County Counsel.
- 11 4. The Joint Recipient Cooperation Agreement with City of Palm Desert shall be effective  
12 on the date the Chair of the Board executes the agreement.
- 13 5. Director of Housing and Workforce Solutions is hereby authorized to implement and  
14 administer the County's obligations, responsibilities, and duties to be performed under  
15 Joint Recipient Cooperation Agreement with City of Palm Desert.

16  
17  
18 ROLL CALL:

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

20 Nays: None

21 Absent: None

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

25 KIMBERLY A. RECTOR, Clerk of said Board

26  
27 By:  \_\_\_\_\_  
28 Deputy

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

This Joint Recipient Cooperation Agreement for the Community Development Block Grant for Fiscal Years 2025-26, and 2026-27, hereinafter referred to as "Agreement" is made and entered into this 27 day of August 2024, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF PALM DESERT an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY." City and County individually referred to herein as "Party" and collectively as the "Parties."

**RECITALS**

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

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

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

**WHEREAS**, the Mayor of the Municipality is authorized to execute this Agreement on the Municipality's behalf; and the Chair of the Board of Supervisors of the County of Riverside is authorized to execute this Agreement on the County's behalf; and

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

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

AUG 27 2024 3.43

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 and COUNTY understands that it may  
12 not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal  
13 years during 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 (c) 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 (d) 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                  (e).    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                  (f).    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 comply with other applicable laws.
- 5 c. CITY is subject to same requirements as subrecipients in the CDBG program.
- 6 d. COUNTY AND CITY agree that CDBG urban county funding is prohibited for activities
- 7 in, or in support of, any cooperating unit of general local government that does not affirmatively
- 8 further fair housing within its own jurisdiction or that impedes the county's actions to comply with
- 9 the county's fair housing certification.

10 7. PROHIBITION OF CDBG FUND TRANSFERS

11 Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer  
12 all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local  
13 government, or insular area that directly or indirectly receives CDBG funds in exchange for any  
14 funds, credits, or non-Federal considerations, but must use such funds for activities eligible under  
15 Title I of the Housing and Community Development Act of 1974, as amended.

16 8. OTHER AGREEMENTS.

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

1 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,  
2 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend  
3 the completion schedule associated with the project(s), or to reprogram the entitlement funds  
4 associated with the project(s), will not excuse CITY from complying with terms of this Agreement.

5 9. DETERMINATION OF PROJECTS TO BE FUNDED AND  
6 DISTRIBUTION OF ENTITLEMENT FUNDS.

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

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

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

23 10. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

1                    11.    REAL PROPERTY ACQUIRED OR PUBLIC FACILITY  
2 CONSTRUCTED WITH CDBG FUNDS.

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

10                    In addition, the following is to occur:

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

12                    (b)    The real property title will be held by or the constructed facility will be  
13 maintained by the CITY for the approved use until five years after the date that the project is  
14 reported as “Completed” within the annual Consolidated Annual Performance and Evaluation  
15 Report.

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

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

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

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

28

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

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

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

13 12. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE  
14 OF CDBG FUNDS.

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

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

22 13. TERMINATION.

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

25 14. NOTICES.

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

1            COUNTY OF RIVERSIDE

CITY OF PALM DESERT

2            Heidi Marshall, Director

                 Todd Hileman, City Manager

3            Housing and Workforce Solutions

City of Palm Desert

4            3403 10<sup>th</sup> Street, Suite 300

73510 Fred Waring Drive

5            Riverside, CA 92501

Palm Desert, CA 92260

6  
7  
8            15.    AGREEMENT ADMINISTRATION.

9            The City Manager in the case of the City of Palm Desert, and the Director of  
10 Housing and Workforce Solutions, in the case of the County of Riverside, or their designee, shall  
11 administer the terms and conditions of this Agreement for their respective city or county.

12            16.    COOPERATION; FURTHER ACT.

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

16            17.    NO THIRD-PARTY BENEFICIARIES.

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

20            18.    SECTION HEADINGS.

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

24            19.    FORMER AGREEMENTS UTILIZING COMMUNITY  
25 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

26            All agreements between CITY and COUNTY regarding the use of CDBG funds for  
27 fiscal years 1975-76 through fiscal years 2025-2026, and any Supplemental Agreements there  
28 under, shall remain in full force and effect. If the language of this Agreement is in conflict or



1 inconsistent with the terms of any prior said agreements between CITY and COUNTY, the  
2 language of this Agreement will be controlling.

3 20. INDEMNIFICATION

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

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

15 21. COMPLIANCE WITH LAWS AND REGULATIONS.

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

18 22. ENTIRE AGREEMENT.

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

23 23. SEVERABILITY.

24 Each paragraph and provision of this Agreement is severable from each other  
25 provision and in the event any provision in this Agreement is held by a court of competent  
26 jurisdiction to be invalid, void, or unenforceable, the remaining provision will continue in full  
27 force without being impaired or invalidated in any way.

28 24. ASSIGNMENT.

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

4 25. INTERPRETATION AND GOVERNING LAW.

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

11 26. WAIVER.

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

16 27. JURISDICTION AND VENUE.

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

22 28. AMENDMENTS

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

1                   29.    SPECIAL PROVISIONS FOR METROPOLITAIN CITY/URBAN

2    COUNTY JOINT RECIPIENT:

3                   (a)    The CITY is part of the Urban County Program for purposes of planning  
4 and implementation for the entire period of the Urban County Qualification for program years  
5 2024-25, 2025-26, and 2026-27 under the CDBG program.

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

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

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

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

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

21                   30.    RESERVED

22                   31.    AUTHORITY TO EXECUTE.

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

27                   32.    INCORPORATION OF RECITALS

28                   The Parties hereby affirm the facts set forth in the recitals above. Said recitals are

1 incorporated herein and made an operative part of this Agreement.

2  
3 33. COUNTERPARTS AND DIGITAL SIGNATURE

4 This Agreement may be executed in multiple counterparts, each of which shall be  
5 deemed an original, but all of which, together, shall constitute one and the same instrument. Each  
6 Party agrees to the use of electronic signatures, such as digital signatures that meet the  
7 requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code  
8 §§ 1633.1 to 1633.17), for executing this Amendment No. 21. The Parties further agree that the  
9 electronic signatures of the Parties are intended to authenticate this writing and to have the same  
10 force and effect as manual signatures. Electronic signature means an electronic sound, symbol,  
11 or process attached to or logically associated with an electronic record and executed or adopted  
12 by a person with the intent to sign the electronic record pursuant to the CUETA as amended from  
13 time to time. The CUETA authorizes use of an electronic signature for transactions and contracts  
14 among parties in California, including a government agency. Digital signature means an  
15 electronic identifier, created by computer, intended by the Party using it to have the same force  
16 and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties.  
17 For purposes of this section, a digital signature is a type of “electronic signature” as defined in  
18 subdivision (i) of Section 1633 .2 of the Civil Code.

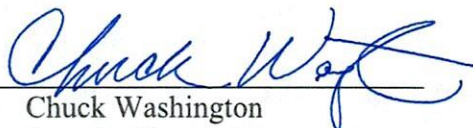
19  
20 **[SIGNATURE ON FOLLOWING PAGE]**

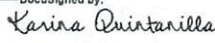
1 IN WITNESS WHEREOF, the COUNTY and CITY have executed this Agreement on  
2 the date shown below.

3 Date: August 27, 2024  
4

5  
6 COUNTY OF RIVERSIDE,  
7 a political subdivision of the  
8 State of California

CITY OF PALM DESERT,  
a Charter City

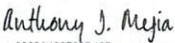
9  
10 BY:   
11 Chuck Washington  
12 Board of Supervisors, Chair

BY: DocuSigned by:  
  
3E384C0E7C2CAD7  
Karina Quintanilla  
Mayor

13 ATTEST  
14 Kimberly A. Rector  
15 Clerk of the Board

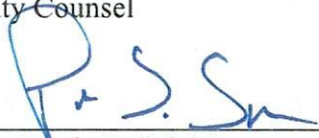
ATTEST:

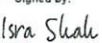
16  
17 By:   
18 , Deputy

BY: Signed by:  
  
0C62A48073D497  
Anthony J. Mejia  
City Clerk

19  
20 APPROVED AS TO FORM:  
21 Minh C. Tran  
22 County Counsel

APPROVED AS TO FORM:

23 BY:   
24 Paula S. Salcido  
25 Deputy County Counsel

BY: Signed by:  
  
3B20DDE2EACB4B0  
Isra Shah  
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

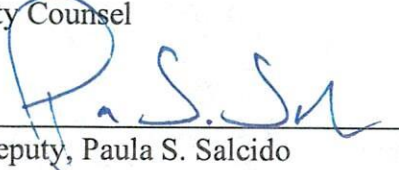
COUNTY COUNSEL CERTIFICATION

The Office of County Counsel of the County of Riverside confirms that the County of Riverside is authorized to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government.

A Joint Recipient Agreement has been executed and written consent and authorization of the governing body of units of general local governments has been properly obtained and provided to U.S. Department of Housing and Urban Development for the County of Riverside and City of Palm Desert.

The Office of County Counsel of the County of Riverside hereby certifies that the terms and provisions of the Agreement and Amendment to Agreement are fully authorized under state and local law and that the Agreement and Amendment to 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

Corrected Redline Version

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

This Joint Recipient Cooperation Agreement for the Community Development Block Grant for Fiscal Years 2025-26, and 2026-27, hereinafter referred to as "Agreement" is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF PALM DESERT an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY." City and County individually referred to herein as "Party" and collectively as the "Parties."

**RECITALS**

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

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

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

**WHEREAS, the Mayor of the Municipality is authorized to execute this Agreement on the Municipality's behalf; and the Chair of the Board of Supervisors of the County of Riverside is authorized to execute this Agreement on the County's behalf; and**

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

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



1           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 and COUNTY understands that it may  
12 not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal  
13 years during 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 (ce) 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 (df) 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          (eg).   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          (fh).   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 comply with other applicable laws.  
5 c. CITY is subject to same requirements as subrecipients in the CDBG program.

6 de. COUNTY AND CITY agree that CDBG urban county funding is prohibited for activities  
7 in, or in support of, any cooperating unit of general local government that does not affirmatively  
8 further fair housing within its own jurisdiction or that impedes the county's actions to comply with  
9 the county's fair housing certification.

10 7. PROHIBITION OF CDBG FUND TRANSFERS

11 Parties to this Agreement understand and agree that they may not sell, trade, or otherwise  
12 transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general  
13 local government, or insular area that directly or indirectly receives CDBG funds in exchange for  
14 any funds, credits, or non-Federal considerations, but must use such funds for activities eligible  
15 under Title I of the Housing and Community Development Act of 1974, as amended. The CITY  
16 may not sell, trade, or otherwise transfer all or any portion of the CDBG funds to another such  
17 cooperating city, metropolitan city, urban county, or Indian tribe, that directly or indirectly  
18 receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations;  
19 CITY must use the CDBG funds for activities eligible under Title I of the ACT.

20 8. OTHER AGREEMENTS.

21 Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the same  
22 requirements applicable to sub-recipients, including the requirement of a written agreement set  
23 forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this  
24 Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a  
25 Metropolitan City Supplemental Agreement, that will have a term coinciding with a CDBG  
26 Program Year and enumerate the project(s) CITY will implement with its entitlement funds. Said  
27 Supplemental Agreement will set forth the time schedule for completion of said project(s) and any  
28 funding sources, in addition to entitlement funds, that will be used in completing the project(s). If

1 substantial compliance with the completion schedule, due to unforeseen or uncontrollable  
2 circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by  
3 COUNTY. If COUNTY determines that substantial progress toward drawdown of funds is not  
4 made during the term of the Supplemental Agreement, the entitlement funds associated with the  
5 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,  
6 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend  
7 the completion schedule associated with the project(s), or to reprogram the entitlement funds  
8 associated with the project(s), will not excuse CITY from complying with terms of this Agreement.

9           9.     DETERMINATION OF PROJECTS TO BE FUNDED AND  
10 DISTRIBUTION OF ENTITLEMENT FUNDS.

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

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

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

27           10.    COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.  
28

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

5 11. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY  
6 CONSTRUCTED WITH CDBG FUNDS.

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

14 In addition, the following is to occur:

- 15 (a) Title to the real property shall vest in CITY;
- 16 (b) The real property title will be held by or the constructed facility will be  
17 maintained by the CITY for the approved use until five years after the date that the project is  
18 reported as "Completed" within the annual Consolidated Annual Performance and Evaluation  
19 Report.
- 20 (c) While held by CITY, the real property or the constructed facility is to be  
21 used exclusively for the purpose for which acquisition or construction was originally approved by  
22 COUNTY;
- 23 (d) CITY shall provide timely written notice to COUNTY of any action which  
24 would result in a modification or change in the use of the real property purchased or improved, in  
25 whole or in part, with CDBG or HOME funds from that planned at the time of acquisition or  
26 improvement, including disposition.
- 27 (e) CITY shall provide timely written notice to citizens and opportunity to  
28 comment on any proposed modification or change;



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

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

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

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

16 12. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE  
17 OF CDBG FUNDS.

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

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

25 13. TERMINATION.

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

1           14.    NOTICES.

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

5  
6           COUNTY OF RIVERSIDE

CITY OF PALM DESERT

7           Heidi Marshall, Director

                  Todd Hileman, City Manager

8           Housing and Workforce Solutions

                  City of Palm Desert

9           3403 10<sup>th</sup> Street, Suite 300

                  73510 Fred Waring Drive

10          Riverside, CA 92501

                  Palm Desert, CA 92260

11  
12  
13          15.    AGREEMENT ADMINISTRATION.

14          The City Manager in the case of the City of Palm Desert, and the Director of  
15 Housing and Workforce Solutions, in the case of the County of Riverside, or their designee, shall  
16 administer the terms and conditions of this Agreement for their respective city or county.

17          16.    COOPERATION; FURTHER ACT.

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

21          17.    NO THIRD-PARTY BENEFICIARIES.

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

25          18.    SECTION HEADINGS.

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

1                    19.    FORMER        AGREEMENTS        UTILIZING        COMMUNITY  
2 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

3                    All agreements between CITY and COUNTY regarding the use of CDBG funds for  
4 fiscal years 1975-76 through fiscal years 2025-2026, and any Supplemental Agreements there  
5 under, shall remain in full force and effect. If the language of this Agreement is in conflict or  
6 inconsistent with the terms of any prior said agreements between CITY and COUNTY, the  
7 language of this Agreement will be controlling.

8                    20.    INDEMNIFICATION

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

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

20                    21.    COMPLIANCE WITH LAWS AND REGULATIONS.

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

23                    22.    ENTIRE AGREEMENT.

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

28                    23.    SEVERABILITY.

1 Each paragraph and provision of this Agreement is severable from each other  
2 provision and in the event any provision in this Agreement is held by a court of competent  
3 jurisdiction to be invalid, void, or unenforceable, the remaining provision will continue in full  
4 force without being impaired or invalidated in any way.

5 24. ASSIGNMENT.

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

9 25. INTERPRETATION AND GOVERNING LAW.

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

16 26. WAIVER.

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

21 27. JURISDICTION AND VENUE.

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

27 28. AMENDMENTS

28 No change, amendment, or modification to the Agreement shall be valid or binding

1 upon CITY or COUNTY unless such change, amendment, or modification is in writing and duly  
2 executed. CITY and COUNTY agree to adopt any necessary amendments to this Agreement to  
3 incorporate changes required by HUD as set forth in the Urban County Qualification Notice.  
4 Amendments must be submitted to HUD as provided in the Urban County Qualification Notice  
5 and failure to do so will void the automatic renewal for such qualification period.

6 29. SPECIAL PROVISIONS FOR METROPOLITAIN CITY/URBAN  
7 COUNTY JOINT RECIPIENT:

8 (a) The CITY is part of the Urban County Program for purposes of planning  
9 and implementation for the entire period of the Urban County Qualification for program years  
10 2024-25, 2025-26, and 2026-27 under the CDBG program.

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

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

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

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

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

26 30. RESERVED

27 31. AUTHORITY TO EXECUTE.

28 The persons executing this Agreement or exhibits attached hereto on behalf of the

1 Parties to this Agreement hereby warrant and represent that they have the authority to execute  
2 this Agreement and warrant and represent that they have the authority to bind the respective  
3 Parties to this Agreement to the performance of its obligations hereunder.

4 32. INCORPORATION OF RECITALS

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

7  
8 33. COUNTERPARTS AND DIGITAL SIGNATURE

9 This Agreement may be executed in multiple counterparts, each of which shall be  
10 deemed an original, but all of which, together, shall constitute one and the same instrument. Each  
11 Party agrees to the use of electronic signatures, such as digital signatures that meet the  
12 requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code  
13 §§ 1633.1 to 1633.17), for executing this Amendment No. 21. The Parties further agree that the  
14 electronic signatures of the Parties are intended to authenticate this writing and to have the same  
15 force and effect as manual signatures. Electronic signature means an electronic sound, symbol,  
16 or process attached to or logically associated with an electronic record and executed or adopted  
17 by a person with the intent to sign the electronic record pursuant to the CUETA as amended from  
18 time to time. The CUETA authorizes use of an electronic signature for transactions and contracts  
19 among parties in California, including a government agency. Digital signature means an  
20 electronic identifier, created by computer, intended by the Party using it to have the same force  
21 and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties.  
22 For purposes of this section, a digital signature is a type of “electronic signature” as defined in  
23 subdivision (i) of Section 1633 .2 of the Civil Code.

24  
25 **[SIGNATURE ON FOLLOWING PAGE]**  
26  
27  
28

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: \_\_\_\_\_  
Chuck Washington  
Board of Supervisors, Chair

BY: \_\_\_\_\_  
Karina Quintanilla  
Mayor

ATTEST  
Kimberly A. Rector  
Clerk of the Board

ATTEST:

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

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

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

APPROVED AS TO FORM:

1 BY: \_\_\_\_\_  
2 Paula S. Salcido  
3 Deputy County Counsel

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

4  
5  
6 COUNTY COUNSEL CERTIFICATION

7  
8  
9 The Office of County Counsel of the County of Riverside hereby certifies that the terms  
10 and provisions of this Agreement are fully authorized under state and local law and that the  
11 Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking,  
12 essential community development and housing assistance activities specifically urban renewal and  
13 publicly assisted housing.

14 Minh C. Tran  
15 County Counsel

16 By: \_\_\_\_\_  
17 Deputy, Paula S. Salcido