

**JOINT RECIPIENT COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,
FOR FISCAL YEARS 2018-19, 2019-20, 2020-21**

This Joint Recipient Cooperation Agreement for the Community Development Block Grant for Fiscal Years 2018-19, 2019-20, 2020-21, hereinafter referred to as "Agreement" is made and entered into this _____ day of _____ 2017, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF LAKE ELSINORE, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY." City and County individually referred to herein as "Party" and collectively as the "Parties."

RECITALS

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

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

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

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

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

1. GENERAL.

(a). This Agreement gives COUNTY authority to undertake, or assist in undertaking, activities for Fiscal Years 2018-19, 2019-20, and 2020-21, that will be funded from the CDBG Entitlement program and from any program income generated from the expenditure of

1 such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking,
2 community renewal and lower-income housing assistance activities.

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

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

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

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

18 2. TERM.

19 The term of this Agreement shall be for three (3) years commencing on July 1,
20 2018, and expiring on June 30, 2021, unless an earlier date of termination is fixed by U.S.
21 Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT.

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

26 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
27 APPLICATIONS.

28 The Riverside County Economic Development Agency, subject to approval of

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

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

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

(b). The COUNTY and CITY are hereby obligated to take all actions necessary to assure compliance with COUNTY's certification under Section 104 (b) of Title I of ACT, as amended (42 U.S.C.A. § 5304 et seq.), Title VI of the Civil Rights Act of 1964, Fair Housing Act (42 U.S.C.A. § 2000d et seq.), and affirmatively furthering fair housing.

(c). The COUNTY and CITY are hereby obligated to take all actions necessary to assure compliance with Section 109 Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.

(d). COUNTY and CITY will comply with other applicable laws, including, but not limited to, the following: National Environmental Policy Act of 1969; Title VIII of the Civil Rights Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-Gonzales National Affordable housing Act (Public Law 101-625); Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4630, et. seq.); and other Federal or state statute or regulation applicable to the use of CDBG or HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

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

4 (f). CITY and COUNTY shall meet the citizen participation requirements of 24
5 CFR 570.301(b)(4)(i) and provide Riverside County citizens with all of the following:

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

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

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

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

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

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

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

27 i. No Federal appropriated funds have been paid or will be paid, by or
28 on behalf of the CITY, to any person influencing or attempting to influence an officer or employee

1 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
2 Member of Congress, in connection with the awarding of any Federal contract, the making of any
3 Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and
4 the extension, continuation, renewal, amendment or modification of any Federal contract, grant,
5 loan or cooperative agreement.

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

12 iii. The CITY shall require that the language provided in Sections
13 4(e)(i) and 4(e)(ii) of this Agreement be included in the award documents for all sub-awards at all
14 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative
15 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is
16 a material representation of fact upon which reliance was placed when this transaction was made
17 or entered into.

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

25 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

26 The COUNTY's Board of Supervisors have adopted policies and procedures to
27 ensure efficient and effective administration of the CDBG program. COUNTY will provide these
28 policies and procedures to CITY within a reasonable time after this Agreement's commencement

1 date. COUNTY and City agree to comply with these said policies and program objectives and to
2 take no actions to obstruct implementation of the approved 2104-2019 Five Year Consolidated
3 Plan and the subsequent Five Year Consolidated Plan.

4 6. 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 7. 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 Economic
27 Development Agency 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 8. 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, and by this reference, said Manual is incorporated herein and made a part hereof.

16 9. 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 will comply with the National Environmental Policy Act of
20 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 the California Government Code Sections 7260 et
23 seq., as those Acts may be amended from time-to-time and any Federal or state regulations issued
24 to 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 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE
28 OF CDBG FUNDS.

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

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

11. TERMINATION.

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

12. NOTICES.

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

<u>COUNTY OF RIVERSIDE</u>	<u>CITY OF LAKE ELSINORE</u>
<u>Assistant County Executive Officer/EDA</u>	<u>Grant Yates, City Manager</u>
<u>Economic Development Agency</u>	<u>City of Lake Elsinore</u>
<u>P.O. Box 1180</u>	<u>130 South Main Street</u>
<u>Riverside, CA 92502</u>	<u>Lake Elsinore, CA 92530</u>

13. AGREEMENT ADMINISTRATION.

The City Manager in the case of the CITY of LAKE ELSINORE, and the Assistant County Executive Officer/EDA, in the case of the County of Riverside, or their designee, shall administer the terms and conditions of this Agreement for their respective city or county.

14. COOPERATION; FURTHER ACT.

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

15. NO THIRD-PARTY BENEFICIARIES.

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

4 16. SECTION HEADINGS.

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

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

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

15 18. INDEMNIFICATION

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

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

27 19. COMPLIANCE WITH LAWS AND REGULATIONS.
28

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

3 20. ENTIRE AGREEMENT.

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

8 21. SEVERABILITY.

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

13 22. ASSIGNMENT.

14 The Parties will not make any sale, assignment, conveyance or lease of any trust
15 or power, or transfer in any other form with respect to this Agreement, without prior written
16 approval of the County.

17 23. INTERPRETATION AND GOVERNING LAW.

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

24 24. WAIVER.

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

1 25. JURISDICTION AND VENUE.

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

7 26. AMENDMENTS

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

14 27. SPECIAL PROVISIONS FOR METROPOLITAN CITY/URBAN
15 COUNTY JOINT RECIPIENT:

16 (a) The CITY is part of the Urban County Program for purposes of planning
17 and implementation for the entire period of the Urban County Qualification for program years
18 2018-19, 2019-20, and 2020-21 under the CDBG program.

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

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

23 (d) The CITY's allocation will be that portion of the total annual allocation as
24 specified by written notice from HUD, less _____ percent (___%) to be retained by the
25 COUNTY for administration of the Urban County CDBG program.

26 (e) All other terms and conditions applicable to an Urban County participating
27 city shall apply to the CITY including automatic renewal provisions found in Paragraph 2 of this
28 Agreement unless prohibited by HUD.

1 28. PROHIBITION OF CDBG FUND TRANSFER

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

6 29. AUTHORITY TO EXECUTE.

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

11 30. INCORPORATION OF RECITALS

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

14
15
16
17 Remainder of Page Intentionally Blank

18 [Signatures on Following Page]
19
20
21
22
23
24
25
26
27
28

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

3
4 Date: _____

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

CITY OF **LAKE ELSINORE**,
a general law city

9
10 BY: _____
11 Robert Field, Assistant County
Executive Officer/EDA

BY: _____
Mayor

12
13 APPROVED AS TO FORM:
14 Gregory P. Priamos, Director County Counsel

ATTEST:

15
16 By: _____
17 Jhaila R. Brown, Deputy County Counsel

BY: _____
City Clerk

18
19
20 APPROVED AS TO FORM:

21 BY: _____
22 City Attorney
23
24
25
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

Gregory P. Priamos
Director County Counsel

s:\cdbg\18-21 urban county program\joint metro city.template coop agreement 2018-2021. lake elsinore.docx