

1 the CDBG Entitlement program and from any program income generated from the expenditure of
2 such funds.

3 (b). COUNTY and CITY agree to cooperate, to undertake, or to assist in
4 undertaking, community renewal and lower-income housing assistance activities.

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

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

11 (e). By executing this Agreement, CITY understands that it will receive no
12 formula HOME fund allocation from the COUNTY'S Urban County Program. Pursuant to 24 CFR
13 92.101, however, the CITY may elect to continue to administer their HOME program on their
14 own.

15 (e). By executing this Agreement, CITY understands that it will receive no
16 formula Emergency Solutions Grant (ESG) funds from the COUNTY'S Urban County Program
17 but may 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 2021, through June 30, 2024, unless an earlier date of termination is fixed by U.S. Department of
21 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 are completed. Furthermore, neither the COUNTY
25 nor the CITY may terminate or withdraw from this Agreement while it remains in effect.

26 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
27 APPLICATIONS.

1 The County of Orange Housing and Community Development Department,
2 subject to approval of COUNTY's Board of Supervisors, shall be responsible for preparing and
3 submitting to HUD, in a timely manner, all reports and statements required by the ACT and the
4 Federal regulations promulgated by HUD to secure entitlement grant funding under the CDBG,
5 HOME, and ESG programs. This duty shall include the preparation and processing of COUNTY
6 Housing, Community, and Economic Development Needs Identification Report, Citizen
7 Participation Plan, the County Five-Year Consolidated Plan, One-Year Action Plan,
8 Consolidated Annual Performance and Evaluation Report (CAPER), and other related programs
9 which satisfy the application requirements of ACT and its regulations.
10

11 The Parties agree this Agreement does not contain a provision for veto or other restriction
12 that would allow any party to the Agreement to obstruct the implementation of the approved
13 Consolidated Plan during the period covered by the Agreement.
14

15 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
16 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.
17

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

21 (b). The COUNTY and CITY are hereby obligated to take all actions necessary
22 to assure compliance with COUNTY's certification under Section 104 (b) of Title I of ACT, as
23 amended, Title VI of the Civil Rights Act of 1964, Fair Housing Act, and affirmatively furthering
24 fair housing.

25 (c). The COUNTY and CITY are hereby obligated to take all actions necessary
26 to assure compliance with Section 109 Title I of the Housing and Community Development Act
27 of 1974, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975,
28 Section 3 of the Housing and Urban Development Act of 1968.

1 (d). COUNTY and CITY will comply with other applicable laws, including, but
2 not limited to, the following: National Environmental Policy Act of 1969; Title VIII of the Civil
3 Rights Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act;
4 Cranston-Gonzales National Affordable housing Act (Public Law 101-625); Executive Order
5 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation
6 Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4630, et. seq.); and
7 other Federal or state statute or regulation applicable to the use of CDBG or HOME Investment
8 Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

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

12 (f). CITY and COUNTY shall meet the citizen participation requirements of 24
13 CFR 570.301 and provide Orange County citizens with all of the following:

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

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

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

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

26 v. Provide for public meetings to obtain citizen views and to respond
27 to proposals and questions at all stages of the community development program, including at least
28 the development of needs, the review of proposed activities and review of program performance.

1 Meeting shall be held after adequate notice, at times and locations convenient to potential or actual
2 beneficiaries, and with accommodation for the disabled.

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

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

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

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

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

26 (i). In accordance with Section 519 of Public Law 101-144, (the 1990 HUD
27 Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy prohibiting
28 the use of excessive force by law enforcement agencies within its jurisdiction against any

1 individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is
2 enforcing applicable State and local laws against physically barring entrance to, or exit from, a
3 facility or location which is the subject of such non-violent civil rights demonstrations within its
4 jurisdiction.

5 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

6 The COUNTY's Board of Supervisors have adopted policies and procedures to
7 ensure efficient and effective administration of the CDBG program. COUNTY will provide these
8 policies and procedures to CITY within a reasonable time after this Agreement's commencement
9 date. COUNTY and City agree to comply with these said policies and program objectives and to
10 take no actions to obstruct implementation of the approved 2021-2024 and subsequent Five Year
11 Consolidated Plans.

12 6. OTHER AGREEMENTS.

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

1 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
2 DISTRIBUTION OF ENTITLEMENT FUNDS.

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

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

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

19 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

24 9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY
25 CONSTRUCTED WITH CDBG FUNDS.

26 When CDBG funds are used, in whole or in part, by CITY to acquire real property
27 or to construct a public facility, CITY will comply with the National Environmental Policy Act of
28 1969 (42 U.S.C. §§4321, et seq.), the California Environmental Quality Act (Cal. Pub. Resources

1 Code §§21000, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies
2 Act of 1970 (42 U.S.C. §§4630, et seq.), and the California Government Code Sections 7260 et
3 seq., as those Acts may be amended from time-to-time and any Federal or state regulations issued
4 to implement the aforementioned laws.

5 In addition, the following is to occur:

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

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

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

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

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

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

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

26 (i) If CITY desires to retain title, it will have to reimburse either COUNTY
27 or the Federal government an amount that represents the percentage of current fair market value
28

1 that is identical to the percentage that CDBG funds initially comprised to when the property was
2 acquired or the facility was constructed;

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

8 10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE
9 OF CDBG FUNDS.

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

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

17 11. TERMINATION.

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

20 12. FORMER AGREEMENTS UTILIZING COMMUNITY
21 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

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

27 13. INDEMNIFICATION

28 CITY agrees to indemnify, defend, and hold harmless COUNTY and its authorized

1 officers, employees, agents, elected and appointed officials, and volunteers from any and all
2 claims, actions, losses, damages, and/or liability arising from CITY acts, errors or omissions and
3 for any costs or expenses incurred by COUNTY on account of any claim therefore, except where
4 such indemnifications is prohibited by law. CITY shall promptly notify COUNTY in writing of
5 the occurrence of any such claims, actions, losses, damages, and/or liability.

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

12 14. COMPLIANCE WITH LAWS AND REGULATIONS.

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

15 15. ENTIRE AGREEMENT.

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

20 16. SEVERABILITY.

21 Each paragraph and provision of this Agreement is severable from each other
22 provision, and if any provision or part thereof is declared invalid, the remaining provisions shall
23 remain in full force and effect.

24 17. ASSIGNMENT.

25 The Parties will not make any sale, assignment, conveyance or lease of any trust
26 or power, or transfer in any other form with respect to this Agreement, without prior written
27 approval of the other Party.

28 18. INTERPRETATION AND GOVERNING LAW.

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

7 19. WAIVER.

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

12 20. JURISDICTION AND VENUE.

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

18 21. AMENDMENTS

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

25 22. SPECIAL PROVISIONS FOR METROPOLITAIN CITY/URBAN
26 COUNTY JOINT RECIPIENT:

27 (a) The CITY is part of the Urban County Program for purposes of planning
28 and implementation for the entire period of the Urban County Qualification for program years

1 2021-22, 2022-23, and 2023-24 under the CDBG program.

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

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

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

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

12 23. PROHIBITION OF CDBG FUND TRANSFER

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

18 24. AUTHORITY TO EXECUTE.

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

23 25. INCORPORATION OF RECITALS

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

26
27 IN WITNESS WHEREOF, CITY has caused this **JOINT RECIPIENT COOPERATION**
28 **AGREEMENT** to be executed by its City Manager and attested by its City Clerk; COUNTY has
caused this **JOINT RECIPIENT COOPERATION AGREEMENT** to be executed by the

Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

ATTEST:

ATTEST:

City of _____, a municipal Corporation in the State of California

By: _____
Name:

By: _____
Name:

Title: City Manager

Title: City Clerk

Date: _____

Date: _____

COUNTY OF ORANGE, a political subdivision of the State of California

By: _____

Dylan Wright, Director

Orange County Community Resources

Date: _____

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ORIGINAL FORM CONTRACT

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APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: Deputy County Counsel

Date: 6/25/2020

DocuSigned by:
John Cleveland
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