

**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 Director of Housing and Workforce Solutions, a Department 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 understands that it may not apply for
12 grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during
13 the period in which it participates in the Urban County's CDBG program.

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

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

24 2. TERM.

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

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

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

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

14 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
15 APPLICATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

20 i. No Federal appropriated funds have been paid or will be paid, by or
21 on behalf of the CITY, to any person influencing or attempting to influence an officer or employee
22 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
23 Member of Congress, in connection with the awarding of any Federal contract, the making of any
24 Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and
25 the extension, continuation, renewal, amendment or modification of any Federal contract, grant,
26 loan or cooperative agreement.

27 ii. If any funds other than Federally-appropriated funds have been paid
28 or will be paid to any person for influencing or attempting to influence an officer or employee of

1 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
2 Member of Congress, in connection with this Federal contract, grant, loan, or cooperative
3 agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to
4 Report Lobbying", in accordance with its instructions.

5 iii. The CITY shall require that the language provided in Sections
6 4(e)(i) and 4(e)(ii) of this Agreement be included in the award documents for all sub-awards at all
7 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative
8 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is
9 a material representation of fact upon which reliance was placed when this transaction was made
10 or entered into.

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

18 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

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

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

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

26 **f. PROHIBITION OF CDBG FUND TRANSFERS**

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

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

4 7. OTHER AGREEMENTS.

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

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

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

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

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

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

11 9. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

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

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

25 In addition, the following is to occur:

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

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

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

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

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

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

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

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

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

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

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

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

8 12. TERMINATION.

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

11 13. NOTICES.

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

15
16 COUNTY OF RIVERSIDE

17 Heidi Marshall, Director

18 County of Riverside HWS

19 P.O. Box 1528

20 Riverside, CA 92502

21
22 CITY OF

23 Todd Hileman, City Manager

24 City of Palm Desert

25 73510 Fred Waring Drive

26 Palm Desert, CA 92260

27
28 14. AGREEMENT ADMINISTRATION.

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

4 15. COOPERATION; FURTHER ACT.

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

8 16. NO THIRD-PARTY BENEFICIARIES.

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

12 17. SECTION HEADINGS.

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

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

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

23 19. INDEMNIFICATION

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

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

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

7 20. COMPLIANCE WITH LAWS AND REGULATIONS.

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

10 21. ENTIRE AGREEMENT.

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

15 22. SEVERABILITY.

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

20 23. ASSIGNMENT.

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

24 24. INTERPRETATION AND GOVERNING LAW.

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

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

3 25. WAIVER.

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

8 26. JURISDICTION AND VENUE.

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

14 27. AMENDMENTS

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

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

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

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

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

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

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

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

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

13 29. PROHIBITION OF CDBG FUND TRANSFER

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

18 30. AUTHORITY TO EXECUTE.

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

23 31. INCORPORATION OF RECITALS

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

26 32. COUNTERPARTS

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

1 33. ELECTRONIC SIGNATURE

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

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

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

25
26
27 34. COUNTERPARTS

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

[SIGNATURE ON FOLLOWING PAGE]

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

Date: _____

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

CITY OF PALM DESERT,
a Charter City

BY: FORM COPY - DO NOT SIGN


BY: FORM COPY - DO NOT SIGN

Heidi Marshall, Director
Housing and Workforce Solutions

Mayor

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

ATTEST:

By: 
Paula S. Salcido, Deputy County Counsel

BY: FORM COPY - DO NOT SIGN
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

COUNTY COUNSEL CERTIFICATION

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

Minh C. Tran
County Counsel

By: _____
Deputy, Paula S. Salcido