



City of La Quinta

CITY / SA/ HA/ FA MEETING DATE: July 1, 2014

AGENDA CATEGORY:

ITEM TITLE: ADOPT RESOLUTION TO APPROVE RIVERSIDE COUNTY COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, HOME INVESTMENT PARTNERSHIP PROGRAM, AND EMERGENCY SHELTER GRANT FUNDS FOR FISCAL YEARS 2015 THROUGH 2017

BUSINESS SESSION:

CONSENT CALENDAR: 7

STUDY SESSION:

PUBLIC HEARING:

RECOMMENDED ACTION:

Adopt a resolution approving the Riverside County Cooperation Agreement for Community Development Block Grant Funds, Home Investment Partnership Program, and Emergency Shelter Grant Funds for Fiscal Years 2015 through 2017 and authorize the Mayor to execute said agreement.

EXECUTIVE SUMMARY:

- The County of Riverside is currently in the process of applying for Urban County qualification with the United States Department of Housing and Urban Development ("HUD") for the period of July 1, 2015 through June 30, 2018.
- In order for the County to participate and receive program funding for the Community Development Block Grant (CDBG), Home Investment Partnership, ("HOME"), and Emergency Shelter Grant ("ESG") programs, the County must qualify as an Urban County.
- As part of the HUD application process, the County must have Cooperation Agreements ("Agreement") established with participating cities that cover the Urban County qualification period.
- The City must enter into an Agreement with the County to be eligible to receive CDBG funds and to apply for Home Investment Partnership (HOME) and Emergency Shelter Grant ("ESG") program funds.

The existing three-year Cooperation Agreement expires June 30, 2015. A new agreement is required as part of HUD's qualification process, which will be effective July 1, 2015 through June 30, 2018.

FISCAL IMPACT:

There is no fiscal impact associated with approval of the Agreement. Renewing the City's agreement with the County would provide a three-year revenue source for eligible CDBG projects.

BACKGROUND/ANALYSIS:

The CDBG program provides grants from HUD to local governments to provide adequate housing, suitable living environments, and expansion of economic opportunities to persons of very low, low, and moderate income. The City has participated in the CDBG program since 1983. The County's Economic Development Agency is in the process of requalifying as an Urban County with HUD, enabling the County to receive annual CDBG, HOME, and ESG program funds. The County acts as the intermediary between HUD and the City in the distribution of CDBG funds.

City participation in the County's CDBG program automatically allows participation in the HOME and ESG programs. These programs do not require City staff support or funding; the City acts as a liaison by providing program information to interested residents.

The existing three-year Agreement with the County expires June 30, 2015. However, as part of the Urban County qualification process, HUD requires the County establish Agreements covering the Urban County qualification period from July 1, 2015 to June 30, 2018. Therefore, a new Agreement between the City and Riverside County is required at this time. Key provisions of the Agreement include:

- City and County are obligated to take all actions necessary to assure compliance with all applicable federal statutes.
- City develops a Community Development Plan for the term of the Agreement.
- City must follow the approved Citizen Participation Plan.
- City certifies there is no undue influence in the appropriation of granted CDBG funds.
- The City cannot opt out of the CDBG program during the Agreement period.

ALTERNATIVES:

Council may opt to not approve the Agreement; however, such action would result in the loss of CDBG funds and in the discontinuation of projects/services provided

by these funds.

Report prepared by: Carla Triplett, Housing Coordinator

Report approved for submission by: Les Johnson, Community
Development Director

Attachment: 1. Cooperation Agreement for Community Development
Block Grant Funds for Fiscal Years 2015-2017

RESOLUTION NO. 2014 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA QUINTA, CALIFORNIA, AUTHORIZING
PARTICIPATION IN THE COUNTY OF RIVERSIDE'S
URBAN COUNTY PROGRAM FOR FISCAL YEARS 2015-
2016, 2016-2017, 2017- 2018**

WHEREAS, the City of La Quinta has elected to participate as unit of local government (Cooperating City) in the County of Riverside's Urban County Program for Federal Fiscal Years 2015-2016, 2016-2017, and 2017-2018; and

WHEREAS, the Cooperation Agreement will allow the City to carry-out activities which are funded by Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds; and

WHEREAS, the Cooperation Agreement will allow the Cooperating City to participate in the Urban County Consolidated Planning Programs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Quinta, California, as follows:

SECTION 1.

The Cooperation Agreement between the County of Riverside and the City of La Quinta is hereby approved; and

SECTION 2.

The City Council hereby authorizes and directs the Mayor to execute the Cooperation Agreement on behalf of the City of La Quinta.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 1st day of July, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DON ADOLPH, Mayor
City of La Quinta, California

ATTEST:

SUSAN MAYSELS, City Clerk
City of La Quinta, California

(CITY SEAL)

APPROVED AS TO FORM:

M. KATHERINE JENSON, City Attorney
City of La Quinta, California

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**COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,
HOME INVESTMENT PARTNERSHIP PROGRAM, AND EMERGENCY SOLUTIONS
GRANT FOR FISCAL YEARS 2015-16, 2016-17, 2017-18**

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This Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnership Program, and the Emergency Solutions Grant for Fiscal Years 2015-16, 2016-17, 2017-18, hereinafter referred to as "Agreement," is made and entered into this _____ day of _____, 2014, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY of LA QUINTA, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY," who together are sometimes referred to herein individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Housing and Community Development Act of 1974, as amended (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, the HOME Investment Partnerships Act program, hereinafter referred to as "HOME," was enacted as Title II of the National Affordable Housing Act of 1990, for the purposes of: expanding the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing; building State and local capacity to carry out affordable housing programs; and providing for coordinated assistance to participants in the development of affordable low-income housing; and

WHEREAS, the Emergency Solutions Grant, hereinafter referred to as "ESG," was authorized by the McKinney-Vento Homeless Assistance Act of 1987 and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. The objectives of the ESG program are to increase the number and quality of emergency shelters and

1 transitional housing facilities for homeless individuals and families, to operate these facilities
2 and provide essential social services, and to help prevent homelessness.

3 **WHEREAS**, CDBG regulations requires an eligible county to re-qualify as Urban
4 County under the CDBG program every three (3) years; and

5 **WHEREAS**, the execution of this Agreement is necessary to include CITY as a
6 participating unit of general government under COUNTY's Urban County CDBG, HOME, and
7 ESG programs.

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

10 1. GENERAL.

11 This Agreement gives COUNTY authority to undertake, or assist in undertaking,
12 activities for Fiscal Years 2015-16, 2016-17, and 2017-18, that will be funded from the CDBG,
13 HOME, and ESG programs and from any program income generated from the expenditure of
14 such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking,
15 community renewal and lower-income housing assistance activities. COUNTY is qualified as an
16 "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives notice of its
17 election to participate in an Urban County Community Development Block Grant program,
18 hereinafter referred to as "CDBG programs".

19 By executing this Agreement, CITY understands that it may not apply for grants
20 from appropriations under the Small Cities or State CDBG Programs for fiscal years during the
21 period in which it participates in the Urban County's CDBG program and that CITY may only
22 participate in the HOME program through the COUNTY'S Urban County program, not a
23 consortium. The CITY may also apply for HOME funds or ESG funds from the State of
24 California, if permitted by the State.

25 2. TERM.

26 The term of this Agreement shall be for three (3) years commencing on July 1,
27 2015, through June 30, 2018, unless an earlier date of termination is fixed by U.S. Department of
28 Housing and Urban Development, hereinafter referred to as HUD, pursuant to ACT.

1 This Agreement will be automatically renewed for participation in successive
2 three-year qualification periods, unless the COUNTY or the CITY provides written notice to the
3 other Party that it elects not to participate in the next three-year Urban County program.
4 COUNTY will notify CITY of CITY's right not to participate in the next three-year period no
5 later than the date specified by HUD in the *Urban County Qualification Notice*. CITY shall
6 notify COUNTY no later than the date specified in COUNTY's notification that CITY elects not
7 to participate in the next three-year Urban County Program. COUNTY will send copies of all
8 notifications required by this Paragraph to the HUD Field Office.

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

14 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
15 APPLICATIONS.

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

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

27 (a) COUNTY and CITY will comply with the applicable provisions of the
28 ACT and those Federal regulations promulgated by HUD pursuant thereto, as the same currently

1 exists or may hereafter be amended. The COUNTY and CITY will take all actions necessary to
2 assure compliance with COUNTY's certifications required by Section 104 (b) of Title I of ACT.
3 COUNTY and CITY will comply with the provisions of the following: National Environmental
4 Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights
5 Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-
6 Gonzales National Affordable housing Act (Public Law 101-625); Section 109 Title I of the
7 Housing and Community Development Act of 1974 (42 U.S.C.§5309); Executive Order 11063,
8 as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation
9 Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C.§4630, et. seq.); and
10 other Federal or state statute or regulation applicable to the use of CDBG or HOME Investment
11 Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

12 (b) CITY agrees that CDBG funding for activities in, or in support of, CITY
13 are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or
14 impedes COUNTY actions to comply with its fair housing certification.

15 (c) CITY and COUNTY shall meet the citizen participation requirements of
16 24 CFR 570.301 and provide Riverside County citizens with all of the following:

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

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

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

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

1 v. Provide for public meetings to obtain citizen views and to respond
2 to proposals and questions at all stages of the community development program, including at
3 least the development of needs, the review of proposed activities and review of program
4 performance. Meetings shall be held after adequate notice, at times and locations convenient to
5 potential or actual beneficiaries, and with accommodation for the disabled.

6 (d) CITY shall develop a community development plan, for the period of this
7 Agreement, which identifies community development and housing needs and specifies both short
8 and long-term community development objectives.

9 (e) CITY certifies, to the best of its knowledge and belief, that:

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

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

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

1 (f) CITY certifies that it has adopted and is enforcing a policy prohibiting the
2 use of excessive force by law enforcement agencies within its jurisdiction against any individuals
3 engaged in non-violent civil rights demonstrations, and that it has adopted and is enforcing
4 applicable State and local laws against physically barring entrance to, or exit from, a facility or
5 location which is the subject of such non-violent civil rights demonstrations within its
6 jurisdiction.

7 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

8 The COUNTY's Board of Supervisors have adopted policies and procedures to
9 ensure efficient and effective administration of the CDBG, HOME, and ESG programs.
10 COUNTY will provide these policies and procedures to CITY within a reasonable time after this
11 Agreement's commencement date. COUNTY and City agree to comply with these said policies
12 and program objectives and to take no actions to obstruct implementation of the approved 2014-
13 2019 Five Year Consolidated Plan.

14 6. OTHER AGREEMENTS.

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

1 the completion schedule associated with the project(s), or to reprogram the entitlement funds
2 associated with the project(s), will not excuse CITY from complying with terms of this
3 Agreement.

4 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
5 DISTRIBUTION OF ENTITLEMENT FUNDS.

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

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

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

22 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

23 CITY warrants that those officers, employees, and agents, retained by it and
24 responsible for implementing projects funded with CDBG have received, reviewed, and will
25 follow the Community Development Block Grant Manual that has been prepared and amended
26 by COUNTY, and by this reference, said Manual is incorporated herein and made a part hereof.
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1 9. 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
4 property or to construct a public facility, CITY will comply with the National Environmental
5 Policy Act of 1969 (42 U.S.C. §§4321, et seq.), the California Environmental Quality Act (Cal.
6 Pub. Resources Code §§21000, et seq.), the Uniform Relocation Assistance and Real Property
7 Acquisition Policies Act of 1970 (42 U.S.C. §§4630, et seq.), and the California Government
8 Code Sections 7260 et seq., as those Acts may be amended from time-to-time and any Federal or
9 state regulations issued to 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 (5) 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
18 by COUNTY;

19 (d) CITY shall provide timely notice to COUNTY of any action which would
20 result in a modification or change in the use of the real property purchased or improved, in whole
21 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 notice to citizens and opportunity to comment
24 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
27 governing CDBG funds;

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
5 COUNTY or the Federal government an amount that represents the percentage of current fair
6 market value that is identical to the percentage that CDBG funds initially comprised to when the
7 property was 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
11 the monies paid to initially acquire the property or construct the facility. This percentage amount
12 will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

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

15 CITY shall inform COUNTY of any income generated by the expenditure of
16 CDBG funds received by CITY from COUNTY. CITY may not retain any program income so
17 generated. Any and all program income shall be returned to the County and may only be used
18 for eligible activities in accordance with all CDBG requirements, including all requirements for
19 citizen participation.

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

23 11. TERMINATION.

24 Except as provided for in Paragraph 2, CITY and COUNTY cannot terminate or
25 withdraw from this Agreement while it remains in effect.
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1 12. 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
4 for fiscal years 1975-76 through 2014-2015, and any Supplemental Agreements thereunder, shall
5 remain in full force and effect. If the language of this Agreement is in conflict or inconsistent
6 with the terms of any prior said agreements between CITY and COUNTY, the language of this
7 Agreement will be controlling.

8 13. INDEMNIFICATION

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

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

20 14. COMPLIANCE WITH LAWS AND REGULATIONS.

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

23 15. 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.

1 16. SEVERABILITY.

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

5 17. ASSIGNMENT.

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

9 18. 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
13 objectives and purposes of the Parties hereto, and the rule of construction to the effect that
14 ambiguities are to be resolved against the drafting Party shall not be employed in interpreting
15 this Agreement, all Parties having been represented by counsel in the negotiation and
16 preparation hereof.

17 19. WAIVER.

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

22 20. JURISDICTION AND VENUE.

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

1 21. PROHIBITION OF CDBG FUND TRANSFER

2 The CITY may not sell, trade, or otherwise transfer all or any portion of the
3 CDBG funds to another such cooperating city, metropolitan city, urban county, or Indian tribe,
4 that 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 22. AMENDMENTS

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

14 23. AUTHORITY TO EXECUTE.

15 The persons executing this Agreement or exhibits attached hereto on behalf of
16 the Parties to this Agreement hereby warrant and represent that they have the authority to
17 execute this Agreement and warrant and represent that they have the authority to bind the
18 respective Parties to this Agreement to the performance of its obligations hereunder.

19 24. INCORPORATION OF RECITALS

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

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25 [Remainder of page intentionally blank]

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27 [Signatures 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 LA QUINTA,
a municipal corporation and charter city

BY: _____
Rob Field, Assistant County
Executive Officer/EDA

BY: _____
Mayor

APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

ATTEST:

By: _____
Jhaila R. Brown, Deputy County Counsel

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

1
2 COUNTY COUNSEL CERTIFICATION
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4 The Office of County Counsel hereby certifies that the terms and provisions of this
5 Agreement are fully-authorized under state and local law and that the Agreement provides full
6 legal authority for the COUNTY to undertake, or assist in undertaking, essential community
7 development and housing assistance activities specifically urban renewal and publicly assisted
8 housing.

9 Pamela J. Walls
10 County Counsel

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12 By: _____
13 Deputy, Jhaila R. Brown
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