

**AMENDMENT TO JOINT RECIPIENT
COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,
FOR FISCAL YEARS 2024-25, 2025-26, 2026-27**

THIS Amendment to the Joint Recipient Cooperation Agreement for the Community Development Block Grant for Fiscal Years 2024-25, 2025-26, 2026-27, hereinafter referred to as "Amendment to Agreement" is made and entered into this _____ day of _____ 2023, 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."

WHEREAS, COUNTY and CITY entered into that certain Joint Recipient Cooperation Agreement for the Community Development Block Grant for Fiscal Years 2024-25, 2025-26, 2026-27, dated August 4, 2023 ; and

WHEREAS, COUNTY and CITY now desire to Amend the Agreement to include mandatory language that clearly delineates the fair housing and civil rights obligations to which urban counties and participating jurisdictions are subject.

NOW THEREFORE, the parties agree to amend the Joint Recipient Cooperation Agreement for the Community Development Block Grant, for fiscal years 2024-25, 2025-26, and 2026-27 as follows:

1. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND OTHER
APPLICABLE STATUTES, REGULATIONS AND ORDINANCE.

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

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

24 **2. PROHIBITION OF CDBG FUND TRANSFERS**

25 The CITY may not sell, trade, or otherwise transfer all or any portion of the CDBG funds
26 to another such cooperating city, metropolitan city, urban county, or Indian tribe, that
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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
5 3. ELECTRONIC SIGNATURE

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

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

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

29 4. COUNTERPARTS

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

33 **SIGNATURES ON FOLLOWING PAGE**

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

Date: _____

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

CITY OF _____,
a general law city

BY: _____
Heidi Marshall, Director
Housing and Workforce Solutions

BY: _____
Mayor

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

ATTEST:

By: _____
Paula S. Salcido, Deputy County Counsel

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

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

By: _____
Deputy, Paula S. Salcido