



Supplemental Agenda Related Writings/ Documents Provided To A Majority Of The Ridgecrest City Council / Successor Redevelopment Agency Board Members / Financing Authority / Housing Authority After Distribution Of The September 6, 2023 Agenda Packet

3. A Resolution Of The City Council Of The City Of Ridgecrest To Cooperate With The County Of Kern, Electing To Participate In The Community Development Block Grant (CDBG) And Home Investment Partnership Programs For Fiscal Years 2024, 2025, And 2026 And Authorizing The City Manager, Ronald Strand, To Sign The Cooperative Agreement

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The City of Ridgecrest web page

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**Ridgecrest City Council
Successor Redevelopment Agency
Financing Authority
Housing Authority
STAFF REPORT**

SUBJECT: A Resolution Of The City Council Of The City Of Ridgecrest To Cooperate With The County Of Kern, Electing To Participate In The Community Development Block Grant (CDBG) And Home Investment Partnership Programs For Fiscal Years 2024, 2025, And 2026 And Authorizing The City Manager, Ronald Strand, To Sign The Cooperative Agreement

PRESENTED BY: Ricca Charlon, City Clerk

SUMMARY:

This is the same CDBG Agreement and Resolution that were forwarded from the County and brought before Council on June 21, 2023. At that time Council approved the item, City Manager signed it and we forwarded it to the County. It was then taken to the Board of Supervisors, who also approved it, and forwarded it on to HUD. HUD reviewed the packet and did not feel that it was complete with all the necessary information. HUD made some modifications and sent it back to the County. The County contacted the City Clerk via phone to explain that they would be sending the revised items back to us for additional approval. For this reason, we are bringing the Agreement and Resolution back for your approval a 2nd time.

At the time of agenda posting the new Agreement and Resolution had not been received from the County. Due to time constraints, the item is placed on the agenda in hopes we will have the documents before the meeting. If not received, we will pull the item on the night of our meeting.

Original Staff report:

Staff is presenting to the City Council the Cooperative Agreement with the County of Kern Planning and Community Development Department, electing to continue participation in the Community Development Block Grant (CDBG) and Home Investment Partnership Programs for Fiscal Years 2024 through 2026.

The Cooperation Agreement and Resolution are required as part of the Urban County Qualifications. The Cooperation Agreement along with a Resolution must be filed with the County prior to July 3, 2023 to meet these critical deadlines for this essential funding. A copy of the time line for the qualification process along with the Cooperation Agreement and Resolution are attached for your consideration.

CDBG funding is directly related in assisting and undertaking, essential community projects for renewal to provide assistance in our low to moderate income housing areas within the community.

FISCAL IMPACT: None

ACTION REQUESTED: Adopt A Resolution Of The City Council Of The City Of Ridgecrest To Cooperate With The County Of Kern, Electing To Participate In The Community Development Block Grant (CDBG) And Home Investment Partnership Programs For Fiscal Years 2024-2026 And Authorizing The City Manager, Ronald Strand, To Sign The Cooperative Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

RESOLUTION NO 23 - Xx

**Resolution Of The City Council Of The City Of Ridgecrest
To Cooperate With The County Of Kern**

WHEREAS, the County of Kern has identified this City as authorized to be included in the County of Kern's Community Development Block Grant program entitlement pursuant to Title I of the Housing and Community Development Act of 1974, as amended, (hereinafter the "Act"); and,

WHEREAS, HUD has notified the County of Kern that it is a participant in the HOME Investment Partnerships program as defined in Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended; and,

WHEREAS, HUD has notified the County of Kern that it is a participant in the Emergency Solutions Grants program; and,

WHEREAS, the Act requires the execution of a Cooperation Agreement between this City and the County of Kern; and,

WHEREAS, such Agreement allows this City's population to be included with the County of Kern's in determining a basic annual Community Development Block Grant, HOME Investment Partnerships program, and Emergency Solutions Grants program grant amounts; and,

WHEREAS, it is the intention of this City to enter into such an Agreement with the County of Kern to cooperate in undertaking, or assist in undertaking, essential community renewal and lower income housing assistance activities in the incorporated area of this City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest:

1. Elects to participate in the Community Development Block Grant, HOME Investment Partnerships programs, and Emergency Solutions Grants programs for the three program years commencing with 2024-2025 and continuing through 2026-2027 in accordance with the regulations by the Act; and,
2. Directs, City Manager to sign the required Agreements; and,
3. Authorizes Ron Strand, City Manager from this City to execute and/or perform all other appropriate acts necessary to accomplish the purpose of the Resolution.

APPROVED AND ADOPTED this 6th day of September 2023 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Eric A. Bruen, Mayor

Ricca Charlon, CMC
City Clerk

COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT

This Agreement, made and entered into on _____ by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter “COUNTY”) and the CITY OF RIDGECREST, a municipal corporation located within Kern County (hereinafter “CITY”),

RECITALS:

WHEREAS, the United States Department of Housing and Urban Development (hereinafter “HUD”) has notified the COUNTY that it is considered to have the required qualifications (determination of essential powers) to participate in the Community Development Block Grant Entitlement (hereinafter “CDBG”) program as an urban county as that term is defined in Title I of the Housing and Community Development Act of 1974, as amended (hereinafter the “Act”); and

WHEREAS, HUD has notified the COUNTY that it is a participant in the HOME Investment Partnerships Program (HOME) as defined in Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended; and

WHEREAS, HUD has notified the COUNTY that it is a participant in the Emergency Solutions Grants (ESG) Program; and

WHEREAS, the CDBG qualification process requires that following HUD’s determination that a county possesses the essential powers to participate in the CDBG program as an urban county, the units of general local government within the county be notified of their opportunity to participate in the county’s CDBG, HOME, and ESG programs by entering into a cooperation agreement with the designated urban county; and

WHEREAS, such cooperation agreements provide that the unit of general local government and the county will cooperate in essential community development and housing assistance activities and that the area and population of the unit of general local government will be included with that of the county by HUD in determining funding levels; and

WHEREAS, the COUNTY has notified the CITY of the opportunity to participate in the COUNTY’s CDBG, HOME, and ESG programs; and

WHEREAS, the CITY desires to participate in and be a part of the COUNTY’s CDBG, HOME, and ESG programs;

AGREEMENT:

1. This Agreement shall remain in effect through the 2026 program year (a program year is the twelve month period commencing July 1 and continuing through and including the following June 30). Therefore the CITY shall participate in the COUNTY’s CDBG, HOME, and ESG programs during federal fiscal years 2024, 2025, and 2026, and does therefore approve and acknowledge the COUNTY’s authority to carry out activities that will be funded from annual CDBG, HOME, and ESG appropriations for the federal fiscal years for which the COUNTY is to qualify and from any program income generated from the expenditure of such funds, including such additional time as may be required for completion of funded activities and the expenditure of any such funds granted by the COUNTY to the CITY. The Cooperation Agreement must remain in effect until the CDBG (and HOME and ESG, where applicable) funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funding activities completed.

2. While it remains in effect, neither the COUNTY nor the CITY shall terminate or withdraw from this Agreement (other than as provided by rules and regulations of the Act adopted by the Federal government subsequent to this Agreement).

3. The COUNTY and the CITY shall cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

4. The COUNTY shall have final responsibility for selecting CDBG, HOME, and ESG activities, for the filing of the Consolidated Plan with HUD, and implementing the Consolidated Plan as approved by HUD.

5. The CITY shall undertake, without reservation or intent to obstruct, all actions determined by the COUNTY or HUD to be necessary to carry out the CDBG, HOME, and ESG programs and the approved Consolidated Plan and to comply with all CDBG, HOME, and ESG program requirements and applicable Federal and State laws and regulations during the three program years for which the COUNTY qualifies as an urban county and for such additional time as may be required for completion of funded activities and the expenditure of funds granted by the COUNTY for such period.

6. The COUNTY and CITY hereby assume the obligation to take all required actions necessary to assure compliance with the COUNTY's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. See 24 CFR Subsection 91.225(a) and Affirmatively Furthering Fair Housing definitions and certifications (86 FR 30779 June 10, 2021) to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>. Additionally, County and CITY shall take all actions to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and any and all other applicable laws, regulations and orders. By this assumption, the COUNTY and CITY recognize and accept the provisions of the Act prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with its fair housing certification.

7. Pursuant to the requirements of the Act and implementing regulations found at 24 CFR 570.501(b), the CITY hereby agrees to be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as precedent to implementation of individual CDBG funded activities, as set forth at 24 CFR 570.503.

8. The CITY shall maintain appropriate record of and return to the COUNTY on receipt by the CITY, any income generated by the expenditure of CDBG, HOME, and ESG funds received by the CITY. In the event of the CITY's community development program close-out or change in the CITY's status, any such program income that is on hand or received by the CITY subsequent to such close-out or change in status shall immediately be paid to the COUNTY.

9. The CITY has adopted and is enforcing:

- a. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

10. The CITY shall comply with those provisions of the CDBG, HOME, and ESG program which apply to real property acquired or improved in whole or in part using CDBG, HOME, and ESG funds and which is within the control of the CITY. Such provisions include CITY responsibility to:

- a. make timely notification to the COUNTY of any modifications or change in the use of the real property from that planned and approved by the COUNTY at the time of acquisition or improvement, including its disposition;
- b. reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-HUD funds) of property acquired or improved with CDBG, HOME, or ESG funds and that is sold or transferred for a use which does not qualify under CDBG, HOME, or ESG program regulations; and
- c. immediately return to the COUNTY any program income generated from the disposition or transfer of property prior to or subsequent to close-out, change of status or termination of this Agreement of Cooperation.

11. The CITY understands and agrees that, as a part of the COUNTY's CDBG program:

- a. it may not apply (except as otherwise provided by legislation adopted by the Federal government subsequent to this Agreement) for grants under the HUD-Administered or State-Administered Small Cities or State CDBG programs from appropriations from a fiscal year for which it is participating in the Entitlement CDBG Program with the COUNTY; and
- b. it may receive a formula allocation under the HOME Investment Partnerships program or Emergency Solution Grants program only through the COUNTY, regardless of whether the COUNTY receives a HOME Investment Partnerships or Emergency Solutions Grant formula allocation.

12. CITY agrees that it may not sell, trade, or otherwise transfer all or any portion of its HUD funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

13. This Agreement may only be modified by an instrument in writing executed by the COUNTY and the CITY and approved by HUD.

14. Any and all notices sent pursuant to, or in furtherance of the purposes of, this Agreement shall be deemed delivered if personally served upon the Clerk of the Board of Supervisors of the COUNTY or upon the Clerk of the City Council of the CITY, or if sent via the United States Postal Service, postage prepaid, directed to COUNTY, addressed as follows:

Clerk of the Board of Supervisors
County of Kern
1115 Truxtun Avenue, Fifth Floor
Bakersfield, California 93301
or directed to the CITY, addressed as follows:

City of Ridgecrest
100 W. California Ave.
Ridgecrest, CA 93555-4054

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Recommended and Approved as to Content
PLANNING AND NATURAL RESOURCES
DEPARTMENT

COUNTY OF KERN

By _____
Lorelei H. Oviatt, AICP, Director

By _____
Chairman of the Board of Supervisors
"COUNTY"

Approved as to Form:
OFFICE OF COUNTY COUNSEL

CITY OF RIDGECREST

By _____
Brian Van Wyk, Deputy

By _____
Ron Strand, City Manager
"CITY"