

RESOLUTION NO. 02-69

A RESOLUTION OF THE CITY OF RIDGECREST PERMITTING EXECUTION OF A COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT WITH THE COUNTY OF KERN

WHEREAS, the US Department of Housing and Urban Development (hereinafter "HUD") has identified Ridgecrest 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, the ACT requires the execution of a Cooperation Agreement between Ridgecrest and the County of Kern; and

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

WHEREAS, it is the intention of Ridgecrest to enter into such an Agreement with the County of Kern to cooperate in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing in the incorporated area of Ridgecrest.

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

1. Elects to participate in the Community Development Block Grant and HOME Investment Partnerships programs for the three program years commencing with 2003-2004 and continuing through 2005-2006 in accordance with the regulations by the ACT;
2. Directs the Mayor to sign the required Agreements; and
3. Authorizes the City manager to execute and/or perform all other appropriate acts necessary to accomplish the purpose of the resolution.

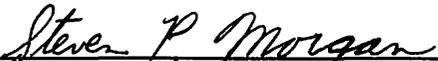
APPROVED AND ADOPTED this 5TH day of June 2002, by the following vote:

AYES: Mayor Morgan, Council Members Carter, Holloway, Martin, and Rollins

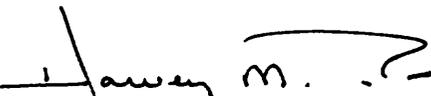
NOES: None

ABSENT: None

ABSTAIN: None


Steven P. Morgan, Mayor

ATTEST:


Harvey M. Rose
City Clerk

COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT

This Agreement, made and entered into this 2nd day of July 2002 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"),

W I T N E S S E T H

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 as defined in Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended; 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 and HOME Investment Partnerships 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 and HOME Investment Partnerships programs; and

WHEREAS, the CITY desires to participate in and be a part of the COUNTY's CDBG and HOME Investment Partnerships programs;

NOW, THEREFORE, it is mutually agreed between the COUNTY and the CITY as follows:

1. This Agreement shall remain in effect through the 2005 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 and HOME Investment Partnerships programs during federal fiscal years (2003, 2004, and 2005), and does therefore approve and acknowledge the COUNTY's authority to carry out activities that will be funded from annual CDBG and HOME Investment Partnerships 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.

2. 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), unless the COUNTY fails to qualify as an urban county or if the COUNTY does not receive a Community Development Program Block Grant in any year of the three year period for which the COUNTY is seeking to qualify as an urban county.

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

4. The COUNTY shall have final responsibility for selecting activities, implementing the Consolidated Plan as approved by HUD, and for the filing of the Consolidated Plan with 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 and HOME Investment Partnerships programs and the approved Consolidated Plan and to comply with all CDBG and HOME Investment Partnerships 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 1974, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, 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 or HOME Investment Partnerships 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 and HOME Investment Partnerships program which apply to real property acquired or improved in whole or in part using CDBG or HOME Investment Partnerships 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 or HOME Investment Partnerships funds and that is sold or transferred for a use which does not qualify under CDBG or HOME Investment Partnerships 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 will not be eligible (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 not participate in the HOME Investment Partnerships program except through the COUNTY, regardless of whether the COUNTY receives a HOME Investment Partnerships formula allocation.

12. This Agreement may only be modified by an instrument in writing executed by

the COUNTY and the CITY and approved by HUD.

13. 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
City Clerks Office
100 West California Avenue
Ridgecrest, CA 93555

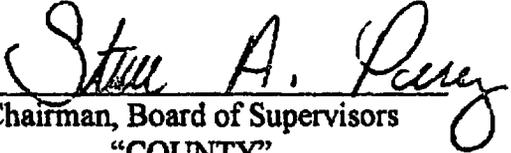
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed

as of the day and year first above written.

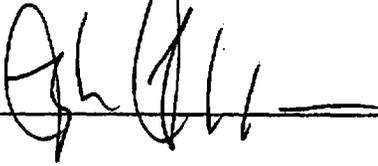
Recommended and Approved as to Content
COMMUNITY DEVELOPMENT PROGRAM
DEPARTMENT

By:  _____

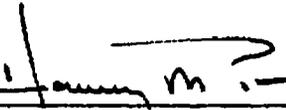
COUNTY OF KERN

By:  _____
Chairman, Board of Supervisors
"COUNTY"

Approved as to Form:
OFFICE OF COUNTY COUNSEL

By:  _____

CITY OF RIDGECREST

By:  _____
Harvey M. Rose, City Manager
"CITY"

Approved as to Form
CITY ATTORNEY

By:  _____