

ATTACHMENT A

SUMMARY OF AGREEMENT PROVISIONS

1. The County is responsible for the administration and implementation of the Community Development Block Grant (CDBG), Home Investment Partnerships Grant (HOME), and Emergency Solutions Grant (ESG) Programs; determining needs; setting goals; preparing and submitting a five-year Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance Report and all required assurances or certifications.
2. The County and cities agree to cooperate in undertaking community renewal and low- and moderate- income housing assistance activities, per U.S. Department of Housing and Urban Development (HUD) requirements.
3. The County and cities agree to comply with the laws associated with the CDBG, HOME, and ESG Programs.
4. The County and cities agree that each entity may not sell, trade, or otherwise transfer all or any portion its CDBG funds to another metropolitan city, urban county, unit of general local government, 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 these funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
5. The cities' CDBG allocation will be disbursed based on the same Federal formula used to provide funds to the Urban County. The current formula is based on the American Community Survey for population, poverty, and overcrowded housing.
6. Each city agrees to conduct annually at least one noticed public meeting to provide residents an opportunity to participate in recommending activities.
7. Cities shall submit application(s) for eligible CDBG activities no later than July 31 prior to the start of each program year. Should a city not submit an application for an eligible activity by July 31, upon mutual agreement by staff of the County and participating cities, the County shall redistribute funds to another participating city with an eligible activity ready to commence.
8. Each city agrees to spend its CDBG funds and/or make substantial progress toward completion of an eligible activity during the program year in which the funds are allocated. Should a city not do so, upon mutual agreement by the staff of the County and participating cities, the County shall redistribute funds among the other participating cities to ensure that the entire Urban County Program meets the Federal regulatory expenditure requirements.

9. If a city's CDBG funds are advanced to another participating city in order to accelerate expenditures, including, but not limited to meeting requirements for timeliness of expenditures, the city advancing funds shall be reimbursed by the recipient of those funds with the recipient's next program year allocation.
10. Each participating city must inform the County of program income generated by the expenditure of CDBG funds. If program income is generated in a year in which the city is participating in the County's program, the income is credited to the city's CDBG allocation.
11. The County agrees to make HOME funds available for eligible housing activities within the jurisdictions of the cities as well as within the unincorporated area. HOME funds will be provided to eligible residents, organizations, and agencies for eligible housing activities approved by the Board of Supervisors, on a first-come, first-served basis.
12. The County agrees to use the ESG funds for the residents of the unincorporated area and the cities, though service points may be centrally located. While cities are not provided with individual allocations of the ESG funds, cities may still separately apply for ESG funds directly under the State's ESG Program, if allowed by the State.
13. Each city must notify the County of any change or modification in the use of real property acquired or improved with CDBG funds. If the property is sold for a use that does not qualify under the CDBG Program, the city shall reimburse the County in an amount equal to the fair market value less any portion attributed to the expenditure of non-CDBG funds. The County will then credit the amount to the city's CDBG allocation, if that city is still participating in the program.
14. The term of the Agreement is from July 1, 2018 to June 30, 2021. None of the parties may withdraw, terminate, or be released from the Agreement during the term of the Agreement.

The term of Amendment I to the Agreement for the City of Mendota is for the third, and final year, of the Agreement from July 1, 2020 to June 30, 2021.

15. The parties shall mutually indemnify, save harmless, and defend each other from any claims arising from errors and omission of their officers and employees.