COOPERATION AGREEMENT FOR
HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT AND PLANNING GRANTS FOR PROGRAM YEARS 2027-28, 2028-29, 2029-30 AND SUBSEQUENT RENEWAL FOR PROGRAM YEARS 2030-31, 2031-32, AND 2032-33, UNLESS TERMINATED

WHEREAS, This Agreement is made and entered into this____day of _____, 2026, by and between San Bernardino County, of the State of California, hereinafter referred to as "COUNTY", and the City of Chino, a city within COUNTY, hereinafter referred to as "CITY."

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter called HUD, provides Community Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) #14.218, HOME Investment Partnerships, CFDA #14.239, and Emergency Solutions Grants, CFDA #14.231, funds and other grants directly to qualified Metropolitan Cities, and Urban Counties via their Community Planning and Development (CPD) Division; and,

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter referred to as ACT, provides that Community Development Block Grant, hereinafter referred to as "CDBG", funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, Title II of this Act created the HOME Investment Partnerships Program, hereinafter called “HOME”, that provides funds to states and local governments for the purpose of increasing the number of affordable housing opportunities for low- and moderate income families; and,

WHEREAS, the Congress of the United States provides funding for the Emergency Solutions Grant Program, hereinafter called “ESG”, for the purpose of assisting individuals and families in quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness; and,

WHEREAS, this Cooperation Agreement covers CDBG, HOME, ESG and other HUD entitlement grants; and,

WHEREAS, the COUNTY is a qualified Urban County and hereinafter COUNTY PROGRAM will refer to the COUNTY’s CDBG, HOME, ESG and other CPD grants program as well as to the legislation and regulations that created and funded these programs; and,

WHEREAS, HUD requires Metropolitan Cities and Urban Counties to re-qualify every three (3) years in order to receive an allocation of various grant funds from HUD; and,

WHEREAS, the CITY and COUNTY both desire for the CITY to be a part of the COUNTY PROGRAM so both entities can benefit from increased efficiencies though economies of scale created by having the City’s funding allocation of these grants be added and be a part of the COUNTY PROGRAM for 2027-28, 2028-29, 2029-30 and every three (3) years thereafter; and,

WHEREAS, the CITY and COUNTY agree that the COUNTY shall be solely responsible for administering, managing and directing the COUNTY PROGRAM, including but not limited to the preparation of the Consolidated Plan that is required to be submitted to HUD in order for the COUNTY to have access to COUNTY PROGRAM funds and as such the COUNTY has final authority for selecting activities that will be funded with COUNTY PROGRAM funds; and,

WHEREAS, the execution of this Cooperation Agreement hereinafter referred to as AGREEMENT, is necessary in order to meet the desires of both the CITY and COUNTY of having the CITY be a part of COUNTY PROGRAM; and,

WHEREAS, the Chief Executive Officer of the COUNTY is authorized to execute this AGREEMENT on the COUNTY’s behalf; and,

WHEREAS, the City Manager of the CITY is authorized to execute this AGREEMENT on the CITY's behalf.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. **DEFINITIONS**

A. **Amendment:** A change, correction, clarification, or deletion to an auto-renewal cooperation agreement. An amendment may be necessary due to shifting requirements over time at the federal, state, or local government level.

B. **Auto-Renewal Cooperation Agreement:** A Cooperation Agreement or Joint Agreement containing an "auto-renewal" provision stating the agreement will automatically renew for one additional three-year qualification period after the initial three-year qualification period (enabling the agreement to be in effect for a total of six years).

C. **CDBG Entitlement Program:** HUD grant program which provides annual CDBG grants on a formula basis to Metropolitan Cities and Urban Counties to develop viable urban communities, provide decent housing and suitable living environments, and expand economic opportunities for low- and moderate-income people.

D. **CITY:** An incorporated area that is operated by a local governing body (for example, a city council).

E. **Cooperation Agreement:** Legal agreement between an Urban County and participating cities, which explains roles and responsibilities, restrictions, and CDBG program requirements. Cooperation agreements between the county and participating cities are required in counties that do not have essential powers in cities (most counties). Cooperation agreements are also required – even for counties that have essential powers in their cities – if the Urban County plans to award CDBG funds to participating cities or to carry out activities within the jurisdictional boundaries of those cities.

F. **CPD:** HUD's Office of Community Planning and Development.

G. **Delegate Agency Agreement:** A legal agreement between an Urban County and a Metropolitan City in the Urban County. A delegate agency agreement allows an Urban County to manage and administer the Metropolitan City's CDBG grant in addition to the county's own CDBG grant.

H. **Emergency Solutions Grant Program (ESG):** Authorized under Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, as amended. ESG funds are allocated by HUD to support local jurisdictions in addressing homelessness through eligible activities, including street outreach, emergency shelter, homelessness prevention, rapid re-housing, and HMIS administration.

I. **Entitlement Communities Division:** The division at CPD Headquarters responsible for administering the CDBG Entitlement Program and preparing the Urban County Notice. This division can address any questions about the Urban County qualification process and provide extensions for deadlines in this Notice.

J. **Essential Powers:** When an Urban County has legal authority to conduct "essential community development and housing assistance activities" in its unincorporated areas and/or in its participating cities (without consent from cities' governing bodies). These essential activities include actions like acquiring property for reuse as low- and moderate-income housing, directly rehabilitating or providing financial assistance for housing, supporting low-rent housing activities, disposing of land to private developers for redevelopment, and condemning property for low-income housing. Most states only grant counties essential powers in unincorporated areas, but not in incorporated areas (cities).

K. **HOME Consortium:** A method for local governments that would not otherwise qualify for HOME funding to join with other contiguous units of local government to directly participate in the HOME program.

L. **Incorporated Areas:** areas that have been incorporated as an official entity under state law. These areas have a legally defined boundary and an active, functioning government.

M. **Letter:** A signed letter on official city or county government letterhead. An attached signed PDF letter on official city or county government letterhead may be sent via email.

N. **Metropolitan City:** A city within a metropolitan area which is the principal city of such area, as defined by the Office of Management and Budget (OMB), or any other city, within a metropolitan area, which has a population of 50,000 or more. Any city that was classified as a Metropolitan City for at least two years shall remain classified as a Metropolitan City. Metropolitan Cities are eligible to directly receive CDBG grant funding on a formula basis.

O. **State:** The State of California is the state government that provides funding, oversight, and programs

to support housing, community development, and services for residents in California.

P. **Unincorporated Areas:** Areas in a county that have not been incorporated as cities, towns, townships, or villages. These areas may have a name, but they don't have legally defined boundaries or governments.

Q. **Urban County:** A county that has met population thresholds to qualify to directly receive CDBG, HOME and ESG funds from HUD. Urban Counties are Entitlement communities under the CDBG, HOME and ESG Entitlement Program. Refer to the official definition of Urban Counties at Section 102(a)(6) of the HCDA for more information.

R. **U.S. Department of Housing and Urban Development (HUD):** The federal agency that provides funding and guidance to support housing, community development, and programs that assist low- and moderate-income individuals and families.

2. **GENERAL**

This AGREEMENT gives the COUNTY authority to undertake or assist in activities starting on July 1, 2027 for Program Years 2027-2028, 2028-29, 2029-30, which will be funded from COUNTY PROGRAM funds, which will include the CITY's funding allocations, and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities. This AGREEMENT shall automatically renew for one successive three-year Urban County qualification period, until such time as the City Council for the CITY or the COUNTY Board of Supervisors elects to terminate this AGREEMENT at the conclusion of the preceding three-year term. This AGREEMENT covers all COUNTY PROGRAM funds and other associated grants administered by HUD through its CPD Division or its successor.

By executing this AGREEMENT, CITY understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for program years during the term of this AGREEMENT, and CITY may not participate in a HOME consortium other than the COUNTY HOME program, regardless of whether COUNTY receives a HOME formula allocation. The CITY may only participate in the COUNTY's ESG program and cannot receive funds directly from HUD or the State.

The purpose of the Delegate Agency Agreement (Exhibit 1), which accompanies this AGREEMENT, and its subsequent ATTACHMENTS, is to enable CITY to implement projects and or programs funded with CDBG funds as described in SECTION 16 OTHER AGREEMENTS.

3. **TERM**

The term of this AGREEMENT shall be for program years 2027-28, 2028-29, 2029-30 and shall commence as of July 1, 2027. This AGREEMENT will renew automatically for participation for one successive three-year Urban County qualification period, unless an earlier date of termination is fixed by HUD pursuant to COUNTY PROGRAM or until such time as the City Council for CITY or COUNTY Board of Supervisors elects to terminate this AGREEMENT at the conclusion of a three-year term. This AGREEMENT shall remain in effect until all COUNTY PROGRAM grant funds covered under the terms of this AGREEMENT, and any program income generated from the expenditure of such funds, are expended, and the funded activities are completed. This AGREEMENT may not be terminated or withdrawn by the parties for any circumstance or reason during the term of this AGREEMENT.

In order for the automatic renewal provisions of this AGREEMENT to be approved, HUD mandates that this AGREEMENT include a stipulation that requires CITY and COUNTY to adopt any amendment(s) necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice and that such failure to comply will void the automatic renewal for such qualification period.

In addition, as part of the Urban County re-qualification process the COUNTY goes through every three (3) years, COUNTY will notify CITY, via a letter, that CITY has the ability to terminate this AGREEMENT and not be included as part of the submission by COUNTY to HUD for re-qualifying as an Urban County for the subsequent three (3) year qualification period. CITY agrees to send a timely response letter to COUNTY

stating its intentions to either continue to be a part the COUNTY PROGRAM or to elect to terminate this AGREEMENT and not be a part of the COUNTY's upcoming submission to HUD to re-qualify as an Urban County for the subsequent three (3) year renewal period.

If COUNTY is due to reauthorize and re-execute the Cooperation Agreement at the end of the six-year maximum but experiences an emergency preventing timely renewal, the Cooperation Agreement may auto-renew for one additional three year qualification period (maximum total of nine years) only upon prior written approval by HUD's CPD Field Office, following COUNTY's written request explaining the emergency and the need for the exception.

The COUNTY will submit to HUD the letter notifying CITY of its ability to terminate this AGREEMENT as well as the CITY's response letter. COUNTY will also submit to HUD a written legal opinion provided by COUNTY Counsel stating that the terms and provisions continue to be authorized under state and local law and that the AGREEMENT continues to provide full legal authority for COUNTY.

This automatic renewal procedure will remain the same even if the CITY is recognized by HUD as a Metropolitan City and therefore could receive CDBG funds directly from HUD.

The CITY will provide CITY Council minutes approving the CITY being a part of the COUNTY Urban County program and to the automatic renewal procedure.

4. **PREPARATION OF APPLICATION**

COUNTY, by and through its Community Development and Housing Department (CDH), shall be responsible for preparing and submitting to HUD all necessary applications, subject to approval of the COUNTY Board of Supervisors, for the COUNTY PROGRAM entitlement grants. This duty shall include the preparation and processing of COUNTY Housing, Community and Economic Development Needs Identification Report, Citizen Participation Plans, the County Consolidated Plan, and other related items associated with COUNTY PROGRAM grants, which satisfy its associated application requirements and regulations. All documents will include information provided by CITY.

5. **COMPLIANCE WITH FINAL PROGRAMS AND PLANS**

COUNTY and CITY shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of COUNTY PROGRAM and their regulations and approved by HUD.

6. **COMPLIANCE WITH LEGISLATION AND REGULATIONS**

COUNTY and CITY shall comply with all applicable requirements of COUNTY PROGRAM and associated regulations, in utilizing grant funds under legislation that created and governs these grants, and shall take all actions necessary to assure compliance with COUNTY certifications required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, and that all grants will be conducted and administered in conformity with all federal laws and regulations specified in HUD's Urban County Notice, including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (and implementing regulations at 24 CFR Part 1);
B. Fair Housing Act (and implementing regulations at 24 CFR Part 100), including the duty to affirmatively further fair housing (AFFH);
C. Section 109 of Title I of the Housing and Community Development Act of 1974 (and implementing regulations at 24 CFR Part 6), which incorporates:
    a. Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8);
    b. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35);
    c. Age Discrimination Act of 1975 (24 CFR Part 146);
    d. Section 3 of the Housing and Urban Development Act of 1968;
    e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24)
    f. Section 104(d) of Housing and Community Development Act of 1974 (24 CFR Part 42)
D. National Environmental Policy Act of 1969;
E. Executive Order 11988;

F. and all other applicable federal laws and regulations.

COUNTY shall not fund activities in, or in support of, any participating unit of general local government (CITY) that impedes the COUNTY's ability to comply with its fair housing certification required under Section 104(b) of Title I of the Housing and Community Development Act of 1974, including the obligation to affirmatively further fair housing.

CITY acknowledges that failure to comply with fair housing requirements may constitute noncompliance by the COUNTY and may result in funding sanctions or other remedial actions by HUD.

To ensure compliance with applicable regulations, CITY shall maintain appropriate records and provide documentation upon request.

CITY agrees to adhere to the Delegate Agency Agreement (Exhibit 1 of this AGREEMENT) and its accompanying Attachments.

In order for COUNTY to avoid the risk of losing CDBG funds as a result of CITY not spending CITY CDBG funds in a timely manner as required by the ACT, COUNTY and CITY both agree that COUNTY has the authority to transfer CITY CDBG funds to any CDBG-eligible project/program at COUNTY's sole discretion if CITY is not spending its CDBG funds in a timely manner. Prior to transferring CITY CDBG funds, COUNTY will notify CITY in writing that CITY is at risk of not meeting this timeliness requirement, and therefore, COUNTY will transfer CITY CDBG funds if timeliness is not met. As referred to in SECTION 12 DISPOSITION OF FUNDS, CITY and COUNTY both agree that CITY CDBG funds will be spent, to the greatest extent feasible in a manner CITY desires but COUNTY shall have the final and sole decision as to how CITY CDBG funds are spent.

Furthermore, CITY hereby covenants by and for itself, its successors and assigns, and all persons claiming under or through it that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of any project funded by HOME or CDBG funds, nor shall CITY itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in any project funded as a result of this AGREEMENT.

CITY shall refrain from restricting the rental, sale or lease of any project funded as a result of this AGREEMENT on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person.

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

CITY and COUNTY understand and agree that they may not sell, trade, or otherwise transfer all or any portion of HUD funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives HUD funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

7. **USE OF FORCE**

CITY certifies that it has adopted and is enforcing within its jurisdiction:

A. A policy prohibiting the use of excessive force by law enforcement agencies 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 that is the subject of such non-violent civil rights demonstrations.

CITY further agrees that it shall maintain and enforce these policies as a condition of receiving funds under this AGREEMENT and in compliance with certifications required under Section 104(b) of Title I of the Housing and Community Development Act of 1974.

8. **DRUG AND ALCOHOL FREE WORKPLACE**

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this AGREEMENT, CITY agrees that CITY employees, while performing services under this AGREEMENT:

A. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
B. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
C. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where CITY or CITY's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

CITY shall inform all employees that are performing service for the COUNTY on COUNTY property, or using COUNTY equipment, of the COUNTY's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the COUNTY.

COUNTY may terminate for default or breach of this AGREEMENT and any other Contract the CITY has with the COUNTY, if the CITY or CITY's employees are determined by the COUNTY not to comply with the above.

9. **CONFLICT OF INTEREST**

CITY shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the COUNTY. CITY shall make a reasonable effort to prevent employees, contractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family business or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the COUNTY determines a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the COUNTY, and such conflict may constitute grounds for termination of the AGREEMENT. This provision shall not be construed to prohibit employment of persons with whom CITY's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. **INDEMNIFICATION**

CITY agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The CITY indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

COUNTY agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees, from any and all claims, actual losses, damages and or liability that may result from the negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents, or volunteers arising out of this Contract.

If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which

results from their respective obligations under this Agreement, each Party shall indemnify the others to the extent of its comparative fault as determined in a legal action.

11. **SELF-INSURANCE**

CITY and COUNTY are authorized self-insured public entities for purposes of general liability, automobile liability, professional liability and workers' compensation. CITY and COUNTY warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against any liabilities arising out of their performance regarding the terms and conditions of this AGREEMENT.

12. **DISPOSITION OF FUNDS**

Unless prohibited by Federal Regulations, COUNTY and CITY agree that, to the greatest extent feasible, CDBG funds will be allocated by COUNTY to CITY out of the funds received pursuant to ACT, according to its proportional demographics, for activities and/or projects prioritized by CITY to alleviate its identified community development needs eligible under ACT. COUNTY, though its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under ACT and other related grants and for selecting the projects for which such funds shall be used. Both parties agree that COUNTY has the authorization to redistribute such funds when said projects are not implemented in a timely manner as described in SECTION 6, COMPLIANCE WITH LEGISLATION AND REGULATIONS.

HOME funds will be allocated by COUNTY to Developer(s) based on a competitive Notice of Funding Available process to address affordable housing needs by funding activities that are eligible under HOME regulations and COUNTY, by its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under the HOME program as well as the other COUNTY PROGRAM funds and for selecting the projects for which such funds shall be used.
COUNTY shall be compensated for administering COUNTY PROGRAM and other related grants by utilizing allowable planning and administrative fee(s) and a project implementation fee.

13. **DISPOSITION OF PROGRAM INCOME**

CITY shall inform COUNTY regarding any income generated by the expenditure of COUNTY PROGRAM funds received by CITY. All said income, even if it is received after this AGREEMENT has expired, shall promptly be paid to COUNTY. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income; CITY is required to keep appropriate records and provide reports to COUNTY regarding program income. In the event of COUNTY PROGRAM funds close-out or change in status of CITY under COUNTY PROGRAM funds, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income. Any income generated from the disposition or transfer of real property subsequent to any such close-out or change of status shall promptly be paid to COUNTY.

14. **DISPOSITION OF REAL PROPERTY**

This section sets forth the standards which shall apply to real property acquired or improved in whole or in part using CDBG and HOME funds that are allocated to (within the control of) CITY. Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, CITY shall notify COUNTY and obtain authorization for said modification or change. CITY shall reimburse COUNTY with non-CDBG and non-HOME funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use, which does not qualify under CDBG and HOME regulations.

15. **EFFECTIVE DATES**

This AGREEMENT shall be initially effective for all purposes for the period beginning July 1, 2027 and ending June 30, 2030. Thereafter, this AGREEMENT will automatically renew for one successive three-year Urban County qualification period, commencing July 1, 2030 through June 30, 2033 when the COUNTY re-qualifies as an Urban County, until such time as the CITY or COUNTY elects to terminate

the AGREEMENT at the conclusion of the preceding term. This AGREEMENT will be executed by COUNTY and CITY, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

16. **OTHER AGREEMENTS**

Pursuant to federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in federal regulations at 24 CFR 570.503 and other related regulations. COUNTY and CITY as part of this AGREEMENT are also entering into a Delegate Agency Agreement (Exhibit 1 of this AGREEMENT) and its accompanying ATTACHMENTS, for the purpose of having CITY implement CDBG-funded projects and/or programs. COUNTY and CITY both agree it would be more effective and efficient if CITY implements projects and or programs funded with CITY CDBG funds. The purpose and intent of the Delegate Agency Agreement is to create a mechanism whereby COUNTY delegates its authority, under its Urban County agreement with HUD to CITY, thereby enabling CITY to implement projects and programs funded with CITY CDBG funds while the COUNTY ensures all associated rules and regulations are followed. Prior to disbursing any CDBG funds to CITY, COUNTY, shall execute and adhere to the Delegate Agency Agreement and related documents with CITY. Said agreement shall remain in effect during any period that CITY has control over CDBG funds, including program income.

The Delegate Agency Agreement provides a detailed account of the policies and procedures on how a project is officially assigned by COUNTY to CITY for implementation and the steps that need to be completed by both CITY and COUNTY (above and beyond the approval of this AGREEMENT) prior to any obligation or expenditure of funds whereby the CITY will seek reimbursement from COUNTY. Any obligation and or expenditure made by CITY without the expressed written approval by COUNTY may result in CITY not being able to utilize CDBG funds.

17. **ELECTRONIC SIGNATURES**

This AGREEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same AGREEMENT. The parties shall be entitled to sign and transmit an electronic signature of this AGREEMENT (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed AGREEMENT upon request.

I**N WITNESS WHEREOF,** COUNTY and CITY have each caused this AGREEMENT to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Luther Snoke, Chief Executive Officer

Dated: _____

CITY OF CHINO

By: ►

(Authorized signature - sign in blue ink)

Name: Linda Reich

Title: City Manager

(Print or Type)

Dated: _____

Address: P.O Box 667
Chino, CA 91708-0667

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Suzanne Bryant, Deputy County Counsel		Robert Gilliam, Acting Director
Date _____	Date _____	Date _____