

**AMENDMENT TWO TO
COOPERATION AGREEMENT
BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF SAN JUAN CAPISTRANO**

This Amendment Number TWO (hereinafter "Amendment TWO") is made and entered into by the County of Orange, a political subdivision of the State of California, ("COUNTY") and CITY OF SAN JUAN CAPISTRANO, a municipal corporation, ("CITY"), UEI Number JS3NCYEMAF44 which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2027, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, COUNTY and CITY executed that certain COOPERATION AGREEMENT City (hereinafter, as amended, "Original Agreement" or "Agreement") for commencement July 1, 2020; and

WHEREAS, COUNTY and CITY executed Amendment ONE to the Original Agreement, effective as of July 1, 2024; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-26-08 allows "automatic" renewals for one successive three year Urban County qualification period provided that COUNTY sends a letter to CITY notifying it that the Original Agreement will be renewed unless CITY notifies COUNTY that it wishes to terminate the agreement and a copy of such a letter is provided to HUD; and

WHEREAS, COUNTY sent CITY a letter notifying CITY of such renewal on June 26, 2026; and

WHEREAS, CITY did not advise COUNTY that it wished to terminate the Original Agreement with County; and

WHEREAS, the CITY's City Manager and the COUNTY's Director of Orange County Community Resources have been duly authorized by their City Council and Board of Supervisors, respectively, to execute this Amendment TWO; and

WHEREAS, the Parties agree to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

I. Modifications to the Original Agreement

1. Section 2 of the Original Agreement is amended in its entirety as follows:

"COUNTY shall have the authority to carry out activities, which will be funded

from annual Community Development Block Grant ("CDBG"), Home Investment Partnership ("HOME") and Emergency Solutions Grant ("ESG") Program funds appropriated for Fiscal Years 2027-2028, 2028-2029 and 2029-2030 and from any program income generated from the expenditure of such funds."

2. Section 9 of the Original Agreement is amended and shall read as amended in its entirety as follows:

"This Agreement shall cover the three-year program period for Fiscal Years 2027-2028, 2028-2029 and 2029-2030, respectively of CDBG, HOME and ESG programs, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either Party before June 30, 2030, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

This Agreement remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewal) are expended and the funded activities completed, and the COUNTY and CITY cannot terminate or withdraw from this Agreement while it remains in effect."

3. Section 10 shall be amended and read:

"In accordance with HUD Notice CPD 26-08, ~~–~~ this Agreement will renew automatically for participation in one successive three-year Urban County qualification period (July 1, 2030 to June 30, 2033) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. A copy of the termination notice must be sent to HUD Field Office by the date specified on the HUD Exchange Urban Counties website. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period. A copy of the County's notification must be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website."

4. Section 11 of the Original Agreement is amended to read:

"CITY and COUNTY agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) when applicable and to submit such amendments to HUD. The COUNTY will notify CITY of its right to terminate its participation in the program

based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, and to submit such amendment to HUD, this Agreement will be voided for such qualification period."

5. Section 12 of the Original Agreement is amended to add subsection (d) as follows:

"d. This Agreement covers the following formula funding programs administered by HUD: CDBG, HOME, and ESG, and CITY may receive a formula allocation under the HOME and ESG Programs only through the Urban County. This does not preclude the COUNTY or CITY from applying for HOME and ESG funds from the State, if the State allows."

6. Section 25 of the Original Agreement is amended to read:

"CITY may void this Agreement only if it submits to COUNTY on or before June, 2027 the notification from HUD that CITY has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2027-28, 2028-2029, and 2029-2030. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity. If this Agreement is not voided, then CITY must participate in COUNTY's Urban County for the entire three-year qualification period (FYs 2027/2028 through 2029/2030)."

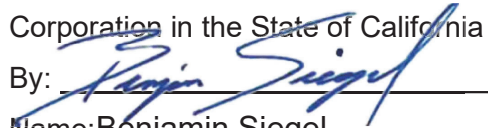
II. Additional Agreements

The terms of the Additional Agreements in the Original Agreement are hereby amended as follows:

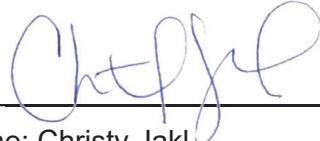
1. The COUNTY and the CITY agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities in and for the benefit of the CITY, as approved and authorized between the Parties in the CDBG agreements, including the Consolidated Plan.
2. The CITY understands and agrees that it may not apply for grants under the State CDBG Program for the fiscal years during the period in which the CITY participates in the COUNTY's CDBG Program. The COUNTY agrees that the CDBG funds that the CITY is entitled to will be utilized to benefit the CITY.
3. The COUNTY and the CITY shall take all actions necessary to assure compliance with the COUNTY'S certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, and that the grant will be conducted and administered in conformity with:
 - a. Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1;

- b. The Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing including the obligations set forth in 24 CFR 91.225(a) and 5.105(a); and
 - c. Section 109 of Title I of the Housing and Community Development Act of 1974, and the 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, the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146, Section 3 of the Housing and Urban Development Act of 1968, Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 49 CFR Part 24, Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 425, and all other applicable laws and regulations. The Parties agree that no urban county funding will be used 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 the COUNTY'S fair housing certification. The Parties acknowledge and agree that noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban 14 county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department.
4. The CITY, COUNTY, and all other applicable units of general local government, may not sell, trade, or otherwise transfer all or any portion of such 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 Housing and Community Development Act of 1974, as amended.
5. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Amendment TWO, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment TWO to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment TWO to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the C I T Y Council and the COUNTY Board of Supervisors, respectively.

City of San Juan Capistrano , a municipal Corporation in the State of California
By: 
Name: Benjamin Siegel
Title: City Manager
Date: 7/23/26

ATTEST:

By: 
Name: Christy Jakl
Title: City Clerk
Date: 7/23/2026

COUNTY OF ORANGE, a political subdivision of the State of California
By: _____
Dylan Wright, Director
Orange County Community Resources
Date: _____

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ORIGINAL AGREEMENT, AS AMENDED, APPROVED AS TO FORM AND REQUIRED COUNTY COUNSEL OPINION STATEMENT:

The terms and provisions of the Original Agreement, including this Amendment TWO, are fully authorized under State and local law and the Agreement provides full legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities within the CITY's jurisdiction.

Office of the County Counsel

DocuSigned by:

C1711D9966EE41B...
Deputy County Counsel

7/24/2026
Dated

Exhibit A

Original Cooperation Agreement and Amendment Number ONE

FY 2021-23 COOPERATION
AGREEMENT

THIS AGREEMENT is entered into this August day of 6, 2020

BY AND BETWEEN

CITY OF SAN JUAN CAPISTRANO, a municipal
Corporation, hereinafter referred to as "CITY",

AND

COUNTY OF ORANGE, a political
subdivision of the State of California and
recognized Urban County under the Federal
Housing and Community Development Act
of 1974 (Public Law 93-383), as amended,
hereinafter referred to as "COUNTY".

CITY and COUNTY are referred to herein
individually as a "Party" and collectively as
the "Parties."

RECITALS

WHEREAS, Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, hereinafter referred to as ACT, makes available to the COUNTY as an Urban County, and to cities under 50,000 in population, grants through the Community Development Block Grant Program (hereinafter referred to as "CDBG"), and the HOME Investment Partnership Program (hereinafter referred to as "HOME"), and any subsequent United States Department of Housing and Urban Development (hereinafter referred to as "HUD") Program which may become available to the COUNTY to be used for eligible housing and community development activities; and

WHEREAS, the ACT requires such cities and the COUNTY to enter into cooperation agreements in order for the cities to be included as part of the Urban County CDBG and HOME Programs; and

WHEREAS, the COUNTY and CITY agree to cooperate to undertake, or assist in undertaking, community development and lower income housing assistance activities, which might include, but are not limited to, (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing, (2) direct rehabilitation of or financial assistance to housing, (3) low rent housing activities, (4) disposition of lead to private developers for appropriate redevelopment, and (5) condemnation of property for low income housing.

NOW, THEREFORE, the Parties agree as follows:

1. This Agreement shall constitute a cooperation agreement between the Parties within the meaning of Section 102 (a)(b) of the ACT. The parties agree to cooperate to undertake, or assist in undertaking, activities which might include, but are not limited to, (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing, (2) direct rehabilitation of, or financial assistance to, housing, (3) low rent housing activities, (4) disposition of land to private developers for appropriate redevelopment, and (5) condemnation of property for low income housing-community.

2. COUNTY shall have the authority to carry out activities, which will be funded from annual CDBG or HOME Program funds appropriated for Fiscal Years 2021-2023 and from any program income generated from the expenditure of such funds.

3. COUNTY shall have final responsibility for selecting activities and annually filing the grant application (i.e. Annual Action Plan) with HUD. In the preparation of said application, COUNTY shall give due consideration to CITY's analysis of community development needs and proposed activities.

4. COUNTY certifies that it is following an adopted Consolidated Plan as required by 24 CFR Part 91 and 24 CFR Part 570.306.

5. Since HUD will not accept an agreement including a provision for veto or other restriction which would allow any party to obstruct implementation of the Consolidated Plan, both COUNTY and CITY shall attempt to fulfill housing goals established by the HUD approved Consolidated Plan for the period of this Agreement.

6. CITY acknowledges that it 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 jurisdictions.

7. The COUNTY and the CITY shall take all actions necessary to assure compliance with the COUNTY'S certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing as required under See 24 CFR 91.225(a) and 5.105(a). The Parties shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973

of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws. The Parties agree that no urban county funding will be used 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 the COUNTY'S fair housing certification. In the event COUNTY'S Urban County application is approved by HUD, COUNTY shall contract with the CITY to utilize any such grant funds received from HUD which are attributable to activities administered by CITY, unless another form of allocation is required by HUD.

8. This Agreement shall cover Program Years 2021 - 2023 (Fiscal Years 2021 - 2023, respectively) of CDBG and HOME program applications, including any subsequent Supplemental sources (Paragraph 24 below). In no event shall this Agreement be terminated by either party before July 24, 2024, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

9. CITY and COUNTY agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to July 24, 2020. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void.

10. This Agreement shall cover Program Years 2021 - 2023 (Fiscal Years 2021 - 2023, respectively) of CDBG and HOME program applications, including any subsequent Supplemental sources (Paragraph 24 below). In no event shall this Agreement be terminated by either party before July 24, 2024, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD. The eligible activities to be undertaken during the term of this Agreement will be chosen by CITY from those authorized by HUD Rules and Regulations governing the CDBG and HOME Programs and any regulations which may be applicable to future Supplemental Federal Programs.

11. The parties agree to comply with the requirement(s) of the CDBG and HOME Programs, including laws and policies applicable to said Programs.

12. CITY acknowledges and agrees, by its executing this Agreement, as follows:

a. City may not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the COUNTY'S CDBG program and;

b. City may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County currently received a HOME formula allocation.

c. City may not terminate or withdraw from this Agreement while it remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period (and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities are completed.

13. In accordance with HUD Notice CPD 20-03, and subsequent CPD Notices, this Agreement will be automatically extended for an additional three (3) year period (i.e. from July 1, 2024 to June 30, 2027) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period, COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period.

15. a. CITY must inform COUNTY, through periodic reports requested by COUNTY, of any income generated by the expenditure of Program funds received by the CITY. Pursuant to applicable federal requirements, such program income must be paid to the COUNTY. CITY may retain such program income only if agreed upon by COUNTY and used exclusively for eligible activities as determined by the COUNTY and in accordance with all CDBG and HOME Program requirements as may then apply.

b. CITY shall keep and maintain appropriate records on the use of program income as required by COUNTY as the COUNTY has the responsibility of monitoring and reporting program income to HUD.

c. In the event of close-out or change in status of CITY, any program income at that time or received subsequent to the close-out or change in status shall be paid by CITY to the COUNTY within ninety (90) days after the expiration of the term of this Agreement.

16. a. Any proposed modification or change of use of any real property acquired or improved in whole or in part by the CITY using CDBG funds (from the use planned at the time of acquisition or improvement), including disposition, must be reported by CITY to the COUNTY. COUNTY may approve the proposed modification or change of use. CITY shall not implement the modification or change in use without COUNTY approval.

b. Should the disposition, sale or transfer of such real property acquired or improved in whole or in part using CDBG or HOME Program funds result in a use which does not qualify under CDBG or HOME Program regulations, the CITY shall reimburse COUNTY in the amount equal to the then current fair market value of the property (less any portion thereof attributable to expenditure of non-CDBG/HOME funds).

c. Any program income generated from the disposition, transfer or sale of such property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the COUNTY and CITY may be either used by CITY for other specific eligible activities in the CITY or paid to the COUNTY for other eligible Urban County activities, determined in advance of the expenditure at the discretion of the COUNTY.

17. a. The City shall have the authority to carry out activities, which were funded from annual CDBG or HOME Program funds appropriated for Fiscal Years prior to FY 2021-23_ and from any program income that was generated from the expenditure of funds prior to FY 2021-24.

b. CITY shall keep and maintain appropriate records on the use of prior program income as required by HUD and has responsibility of monitoring and reporting program income to HUD.

18. a. CITY shall indemnify, hold harmless, and defend with counsel approved in writing by COUNTY, its officers, agents and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or alleged to arise out of or in consequence of this Agreement including attorneys' fees, provided such liability, claims, demands, losses or actions are due to the acts or omissions of CITY, its officers, agents or employees in the performance of this Agreement, including any activities conducted by CITY under its application.

b. In addition, CITY shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless COUNTY against any liability, claims, losses, demands, and actions including attorneys' fees incurred by COUNTY as a result of a determination by HUD that activities undertaken by CITY under CITY's application failed to comply with any laws, regulations, or policies applicable thereto or that any funds forwarded to CITY under this Agreement were improperly expended.

c. The provisions of Section 2778 of the California Civil Code, as said section exists on the effective date of this Agreement, shall be applicable to the above indemnification provisions. Transmittal to CITY of any pleadings served upon COUNTY shall be deemed to be a request to defend.

19. a. COUNTY shall indemnify, hold harmless and defend with counsel approved in writing by CITY, its officers, agents and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or alleged to arise out of or in consequence of this Agreement, provided such liability, claims, demands, losses or actions are due to the acts or omissions of COUNTY, its officers, agents or employees in the performance of this Agreement, including any activities conducted by COUNTY under its application.

b. In addition, COUNTY shall indemnify, defend with counsel approved in writing by CITY, and hold harmless CITY against any liability, claims, losses, demands, and actions including attorney's fees incurred by CITY as a result of a determination by HUD that activities undertaken by COUNTY under COUNTY's application failed to comply with any laws, regulations, or policies applicable thereto or that any funds forwarded to COUNTY under this Agreement were improperly expended.

c. The provisions of Section 2778 of the California Civil code, as said section exists on the effective date of this Agreement, shall be applicable to the above indemnification provisions. Transmittal to COUNTY of any pleadings served upon CITY shall be deemed to be a request to defend.

20. a. COUNTY shall have the right to periodically audit CITY's records to determine compliance with this Agreement.

b. CITY shall forward to COUNTY a copy of each annual audit of the CITY conducted by an independent public auditor during the period of this Agreement as soon as the audit report becomes available. COUNTY shall have the right to ensure that necessary corrective actions are made by CITY for any audit findings pertinent to CITY handling of CDBG Program funding pursuant to federal requirements.

21. No CDBG or HOME Program funds shall be expended on any activity, which does not affirmatively further fair housing goals within CITY.

22. Pursuant to 24 CFR Part 570.501(b) of CDBG and 24 CFR Part 92.504 of HOME program regulations, CITY is subject to all requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR Part 570.503 of CDBG and 24 CFR Parts 92.505-509 of HOME program regulations.

23. The CITY, and all other applicable units of general local government, may not sell, trade, or otherwise transfer all or any portion of such 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.

24. This Cooperation Agreement shall apply to any supplemental program which HUD makes available through the CDBG or the HOME Programs.

25. CITY may void this Agreement only if it submits to COUNTY on or before July 24, 2020 the notification from HUD that CITY has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2021-23. Upon such notification by HUD,

CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity.

26. Any notices, requests or approvals given under this Agreement may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

COUNTY

County of Orange

1501 E. St. Andrew

Place, 1st Floor,

Santa Ana, CA 92705

Attn: ~~Attn: Community Develop~~

CITY

City of San Juan Capistrano

32400 Paseo Adelanto

San Juan Capistrano CA 92675

Attn: City Manager

Any Party may change its address for notice by giving written notice thereof to the other Parties.

27. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by all Parties.

28. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

29. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

30. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to a Party or the Parties include all elected officials, officers, personnel, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

31. Time is of the essence for each and every provision of this Agreement.

32. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Parties any contractual rights by custom, estoppel, or otherwise.

33. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

34. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

35. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

36. If a dispute arises between the Parties relating to this Agreement (a "Dispute"), the Parties agree to use the following procedure prior to pursuing other legal remedies: A meeting among the Parties shall promptly be held in Orange County, California. Attendees representing each of the Parties shall be senior staff members of each of the Parties who can recommend that each of the Parties' Board of Directors approve any proposed resolution. The representatives of the Parties will attempt in good faith to negotiate a resolution of the dispute.

37. Two (2) or more duplicate originals of this Agreement may be signed by all the Parties hereto, each of which shall be an original but all of which together shall constitute one and the same instrument.

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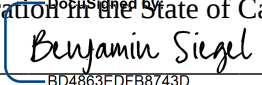
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IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its Mayor/City Manager and attested by its City Clerk; COUNTY has caused this Agreement to be executed by the Director of the Housing and Community Development Department; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

CITY OF San Juan Capistrano, a municipal
Corporation in the State of California

By: 
BD4863EDFB8743D...

Name: Benjamin Siegel

Title: City Manager

Date: 7/28/2020

ATTEST:

DocuSigned by:

By: 

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Name: Maria Morris

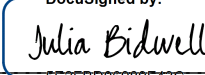
Title: City Clerk

Date: 7/28/2020

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

DS


DocuSigned by:

By: 

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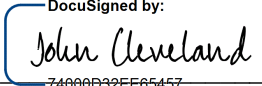
Title: Director

Date: 8/6/2020

ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: 
74000D32EE65457...
Deputy County Counsel

Date: 6/25/2020

**AMENDMENT ONE TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF SAN JUAN CAPISTRANO**

This Amendment Number ONE (hereinafter "Amendment ONE") is made and entered into by the County of Orange, a political subdivision of the State of California, ("COUNTY") and CITY OF SAN JUAN CAPISTRANO, a municipal corporation, ("CITY"), UEI Number JS3NCYEMAF44 which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2024, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, COUNTY and CITY executed that certain COOPERATION AGREEMENT City (hereinafter, as amended, "Original Agreement" or "Agreement") for commencement July 1, 2020; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-23-02 allows "automatic" renewals for up to three years provided that COUNTY sends a letter to CITY notifying it that the Original Agreement will be renewed unless CITY notifies COUNTY that it wishes to terminate the agreement and a copy of such a letter is provided to HUD; and

WHEREAS, COUNTY sent CITY a letter notifying CITY of such renewal on May 2, 2023; and

WHEREAS, CITY did not advise COUNTY that it wished to terminate the Original Agreement with County; and

WHEREAS, the Parties agree to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

I. Modifications to the Original Agreement

1. Section 2 of the Original Agreement is amended in its entirety as follows:

"COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program funds appropriated for Fiscal Years 2024-2025, 2025-2026 and 2026-2027 and from any program income generated from the expenditure of such funds."

2. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

"This Agreement shall cover Fiscal Years 2024-2025, 2025-2026 and 2026-2027, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either Party before June 30, 2027, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

This Agreement remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewal) are expended and the funded activities completed, and the COUNTY and CITY cannot terminate or withdraw from this Agreement while it remains in effect."

3. Section 10 shall be added to Agreement to read:

"In accordance with HUD Notice CPD 23-03, and subsequent CPD Notices, this Agreement will be automatically extended for an additional 3 (three) year period (July 1, 2024 to June 30, 2027) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. A copy of the notice must be sent to HUD Field Office. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period."

4. Section 11 of the Original Agreement is amended to read:

"CITY and COUNTY agree to adopt amendments (s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June 30, 2024 and to submit such amendments to HUD. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void."

5. Section 25 of the Original Agreement is amended to read:

"CITY may void this Agreement only if it submits to COUNTY on or before July 21, 2023 the notification from HUD that CITY has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2024-25, 2025-2026, and 2026-2027. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity."

II. Additional Agreements

1. The COUNTY and the CITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
2. The COUNTY and the CITY shall take all actions necessary to assure compliance with the COUNTY'S certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing as required under See 24 CFR 91.225(a) and 5.105(a). The Parties shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws. The Parties agree that no urban county funding will be used 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 the COUNTY'S fair housing certification. The Parties acknowledge and agree that noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban 14 county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department.
3. The CITY, and all other applicable units of general local government, may not sell, trade, or otherwise transfer all or any portion of such 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.
4. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Amendment ONE, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment ONE to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment ONE to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

City of San Juan Capistrano, a municipal Corporation in the State of California

By: _____

Name: _____

Title: City Manager

Date: 5-31-23

ATTEST:

By: _____

Name: _____

Title: City Clerk

Date: 5-31-23

subdivision of the State of California
By: Julia Bidwell
5E2FBD06999F43C...

Date: 7/19/2023

DocuSigned by:
John Cleveland
By: Deputy County Council 74000D32FF65457 Date: 6/27/2023

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