

**AMENDMENT SEVEN TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF DANA POINT**

This Amendment Number SEVEN (hereinafter "Amendment SEVEN") is made and entered into by the County of Orange, a political subdivision of the State of California, ("COUNTY") and CITY OF DANA POINT, a municipal corporation, ("CITY"), UEI number 804829836 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 "Small-City" (hereinafter, as amended, "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment ONE, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1, 2012; and

WHEREAS, the Original Agreement was amended by Amendment THREE, effective as of July 1, 2015; and

WHEREAS, the Original Agreement was amended by Amendment FOUR, effective as of July 1, 2018; and

WHEREAS, the Original Agreement was amended by Amendment FIVE, effective as of July 1, 2021; and

WHEREAS, the Original Agreement was amended by Amendment SIX, 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 5, 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 SEVEN; 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 added to Agreement to 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 14 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 COUNTY. This does not preclude the COUNTY or the CITY from applying for HOME or ESG funds from the State, if the State allows."

6. Section 24 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 2027-2028, 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 of 1974 and the implementing regulations at 28 CFR Part 35, 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

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 SEVEN, remain unchanged and in full force and effect.

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

////////////////////////////////////

The terms and provisions of the Original Agreement, including this Amendment SEVEN, 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

7/16/2026
 Dated

Exhibit A

Original Cooperation Agreement and Amendment Numbers ONE through SIX

COOPERATION AGREEMENT

"Small-City"

THIS AGREEMENT is entered into this 1st day of July, 2005

BY AND BETWEEN

CITY OF DANA POINT, 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".

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 desire 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

1 assistance to housing, (3) low rent housing activities, (4) disposition of land to private developers
2 for appropriate redevelopment, and (5) condemnation of property for low income housing

3 NOW, THEREFORE, the parties agree as follows:

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

11 2. COUNTY shall have the authority to carry out activities, which will be funded
12 from annual CDBG or HOME Program funds appropriated for Federal Fiscal Years 2006-2007,
13 2007-2008, and 2008-2009 and from any program income generated from the expenditure of such
14 funds.

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

19 4. COUNTY certifies that it is following an adopted Consolidated Plan as required by
20 24 CFR Part 91 and 24 CFR Part 570.306.

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

25 6. CITY acknowledges that it has adopted and is enforcing:

26 a. A policy prohibiting the use of excessive force by law enforcement agencies
27 within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations;
28 and

29 b. A policy of enforcing applicable State and local laws against physically barring
30 entrance to or exit from a facility or location which is the subject of such non-violent civil rights
31 demonstrations within jurisdictions.

1 7. COUNTY and CITY agree to take all actions necessary to ensure compliance with
2 the Urban County's certification required by Section 104 (b) of Title I of the Housing Community
3 Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the
4 Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of
5 1974, and other applicable laws. Failure by CITY to comply with these provisions or to
6 affirmatively further fair housing within its own jurisdiction or CITY action which impedes the
7 COUNTY's actions to comply with the COUNTY's fair housing certification, which may
8 constitute noncompliance with the Urban County CDBG and HOME Programs, which may cause
9 funding sanctions or other remedial actions by HUD and/or COUNTY.

10 8. In the event COUNTY's Urban County application is approved by HUD,
11 COUNTY shall contract with the CITY to utilize any such grant funds received from HUD which
12 are attributable to activities administered by CITY, unless another form of allocation is required
13 by HUD.

14 9. This Agreement shall cover Program Years 32, 33 and 34 (Fiscal Years 2006-
15 2007, 2007-2008 and 2008-2009, respectively) of CDBG and HOME program applications,
16 including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this
17 agreement be terminated by either party before June 30, 2009, except as allowed in legislation
18 enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and
19 as permitted by HUD.

20 10. In accordance with HUD Notice CPD 05-01, this agreement will be automatically
21 extended for an additional three (3) year period (i.e. from July 1, 2009 to June 30, 2012) unless
22 COUNTY or CITY provides written notice that it elects not to participate in a new qualification
23 period. COUNTY shall notify CITY in writing of its right not to participate no later than the date
24 specified in HUD's Urban County Qualification Notice for the next qualification period.

25 11. CITY and COUNTY agree to adopt amendment(s) to this Agreement as may be
26 required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June
27 30, 2009. The COUNTY will notify CITY of its right to terminate its participation in the program
28 based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any
29 such amendment, this automatic renewal provision herein will be void.

30 12. The eligible activities to be undertaken during the term of this Agreement will be
31 chosen by CITY from those authorized by HUD Rules and Regulations governing the CDBG and

1 HOME Programs and any regulations which may be applicable to future Supplemental Federal
2 Programs.

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

5 14. CITY acknowledges by its execution of CDBG and HOME cooperation
6 agreement(s) the included unit of general local government it:

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

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

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

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

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

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

28 16. a. Any proposed modification or change of use of any real property acquired or
29 improved in whole or in part by the CITY using CDBG funds (from the use planned at the time of
30 acquisition or improvement), including disposition, must be reported by CITY to the COUNTY.

1 COUNTY may approve the proposed modification or change of use. CITY shall not implement
2 the modification or change in use without COUNTY approval.

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

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

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

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

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

30 18. a. COUNTY shall indemnify, hold harmless and defend with counsel approved in
31 writing by CITY, its officers, agents and employees against all liability, claims, losses, demands

1 and actions for injury to or death of persons or damage to property arising out of or alleged to arise
 2 out of or in consequence of this Agreement, provided such liability, claims, demands, losses or
 3 actions are due to the acts or omissions of COUNTY, its officers, agents or employees in the
 4 performance of this Agreement, including any activities conducted by COUNTY under its
 5 application.

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

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

16 19. COUNTY shall have the right to periodically audit CITY's records to determine
 17 compliance with this Agreement.

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

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

25 22. Pursuant to 24 CFR Part 570.501(b) of CDBG and 24 CFR Part 92.504 of HOME
 26 program regulations, CITY is subject to all requirements applicable to subrecipients, including the
 27 requirement of a written agreement set forth in 24 CFR Part 570.503 of CDBG and 24 CFR Parts
 28 92.505-509 of HOME program regulations.

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

1 24. CITY may void this Agreement only if it submits to COUNTY on or before July
2 08, 2005 the notification from HUD that CITY has qualified as a "Metropolitan City" or an
3 "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2006-
4 2007, 2007-2008, 2008-2009. Upon such notification by HUD, CITY also must submit to
5 COUNTY and HUD written notification of its decision to either remain in the Urban County
6 Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity.

7 //

8 //

9 //

10 //

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 Services Department; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

City of Dana Point, a municipal
Corporation in the State of California
By: Wayne Rayfield
Name: Wayne Rayfield
Title: Mayor
Date: June 9, 2005

ATTEST:

By: Sharie Apodaca
Name: Sharie Apodaca
Title: Interim City Clerk
Date: 6-10-05

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

By: Paula Burrier-Lund
Paula Burrier-Lund, Director
Housing and Community
Services Department
Date: 6/30/05

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: Daniel P. Power Date: 7/1/05



Certification of Agreements

RECEIVED
2008 JUL 22 PM 2:12
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

To: Clerk of the Board of Supervisors

From: Karen Roper, Director, OC Community Services

Date: July 15, 2008

Re: ASR Control #08-001212

Board Meeting Date July 15, 2008

Submitting Dept. OC Community Resources

I certify that the attached fully executed

- ☐ Agreement
- ☒ Agreement(s) listed on Exhibit A and attached to this certification

are an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

KAB KAREN ROPER

Name

DIRECTOR

Title

Ka Roper

Signature

7-16-08

Date

**AMENDMENT ONE TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF DANA POINT**

**OFFICIAL RECORD
CLERK OF THE BOARD
ORANGE COUNTY**

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 DANA POINT, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 15, 2008, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-08-04 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 provide to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on MAY 2, 2008;

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

WHEREAS, Section 10 of the Original Agreement allows for an additional three year extension of said Agreement upon mutual agreement of both Parties; and

WHEREAS, the Parties desire to amend the Original Agreement at this time in the manner set forth herein;

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

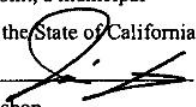
1. Section 9 of the Original Agreement shall read, as amended, in its entirety as follows:

This Agreement shall cover Program Years 35, 36 and 37 (Fiscal Years 2009-2010, 2010-2011 and 2011-2012, respectively) of CDBG and HOME program applications, including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this agreement be terminated by either party before June 30, 2012, 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.

2. Section 10 of the Original Agreement shall be deleted in its entirety.
3. All other provisions of the Original Contract, a copy of which is attached hereto as Exhibit A and incorporated by this reference, and any previous amendments, to the extent they are not inconsistent with this Amendment, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its Mayor and attested by its City Clerk; COUNTY has caused this Agreement 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 Dana Point, a municipal
Corporation in the State of California

By: 

Name: Joel Bishop

Title: Mayor

Date: 6/10/08

ATTEST:

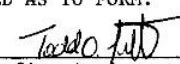
By: 

Name: Kathy Ward

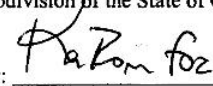
Title: City Clerk

Date: 6/10/08

APPROVED AS TO FORM:


Todd Litfin, Assistant City Attorney

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

By: 

Steve Franks, Director

Orange County Community Resources

Date: 7-16-08

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: 6/23/2008

Date: 

ATTACHMENT A
Cooperation Agreement "Small-City"

(This page intentionally left blank)

**AMENDMENT TWO TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF DANA POINT (Small City)**

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 DANA POINT, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2012, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment One, effective as of July 16, 2008; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-11-02 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 provide to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on March 25, 2011;

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

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

NOW, THEREFORE, the Parties hereby agree to the following 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 Shelter Grant (ESG) Program funds appropriated for Federal Fiscal Years 2012-2013, 2013-2014 and 2014-2015 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 2012-2013, 2013-2014 and 2014-2015, 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, 2015, 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.

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

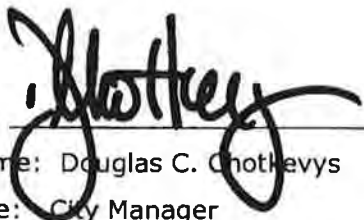
In accordance with HUD Notice CPD 11-02, and subsequent CPD Notices, this Agreement will be automatically extended for an additional three (3) year period (July 1, 2015 to June 30, 2018) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. COUNTY 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.

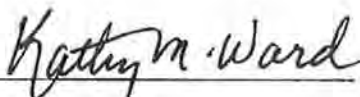
4. Section 11 of the original Agreement is amended to read "CITY and COUNTY agree to adopt amendments (s) to this agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June 30, 2014. The COUNTY will notify CITY of its right to terminate its participation 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 24 is amended to read "City may void this agreement only if it submits to County on or before May 28, 2011 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 2012-13, 2013-2014, and 2014-2015. 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.
6. 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 Agreement, 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 CITY Council and the COUNTY Board of Supervisors, respectively.

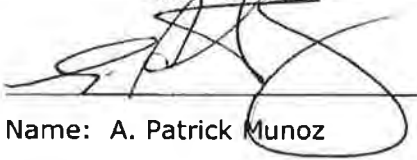
City of Dana Point, a municipal Corporation in the State of California

ATTEST:

By: 
 Name: Douglas C. Chotkevys
 Title: City Manager
 Date: 4-26-11

By: 
 Name: Kathy M. Ward
 Title: City Clerk
 Date: _____

APPROVED AS TO FORM:


 Name: A. Patrick Munoz
 Title: City Attorney

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

By: _____
 Steve Franks, Director
 Orange County Community Resources
 Date: _____

////////////////////////////////////
 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: 

Date: 4/1/2011

EXHIBIT A
Cooperation Agreement "Small-City"

(This page intentionally left blank)

City of Dana Point

**AMENDMENT THREE TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF DANA POINT**

This Amendment Number THREE (hereinafter "Amendment THREE") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF DANA POINT, a municipal corporation, ("City"), which are sometimes Individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2015, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment One, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1 2012; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-14-07 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;

WHEREAS, County sent City a letter notifying City of such renewal on February 25, 2014;

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

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

NOW, THEREFORE, the Parties hereby agree to the following 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 Federal Fiscal Years 2015-2016, 2016-2017 and 2017-2018 and from any program income generated from the expenditure of such funds.

2. Section 6 of the Original Agreement shall be amended to add subsection (c.) as follows:
 - c. A policy to undertake or assist in undertaking, community renewal and lower-income housing assistance activities.

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

This Agreement shall cover Fiscal Years 2015-2016, 2016-2017 and 2017-2018, 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, 2018, 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.

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

In accordance with HUD Notice CPD 14-07, and subsequent CPD Notices, this Agreement will be automatically extended for an additional three (3) year period (July 1, 2018 to June 30, 2021) 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.

5. 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, 2017. 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"
6. Section 24. Is amended to read "City may void this agreement only if it submits to County on or before June 2014 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 2015-16, 2016-2017, and 2017-2018. 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.

7. 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 Agreement, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment THREE to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment THREE 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.

ATTEST:

City of Dana Point, a municipal
Corporation in the State of California

By: [Signature]
Name:

Title: City Manager

Date: 17 Jun 2014

By: Kathy M. Ward
Name:

Title: City Clerk

Date: 7/17/14

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

By: [Signature]
Steve Franks, Director

Orange County Community Resources

Date: 7/29/14

////////////////////////////////////

APPROVED AS TO FORM:

APPROVAL 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:

A handwritten signature in black ink, consisting of a large loop followed by a series of connected strokes.

Date:

5/23/2014

**AMENDMENT FOUR TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF DANA POINT**

This Amendment Number FOUR (hereinafter "Amendment FOUR") is made and entered into by the County of Orange, a political subdivision of the State of California, ("COUNTY") and CITY OF DANA POINT, a municipal corporation, ("CITY"), DUNS Number 804829836 which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2018, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, COUNTY and CITY executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment ONE, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1 2012; and

WHEREAS, the Original Agreement was amended by Amendment THREE, effective as of July 1, 2015; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-14-07 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 February 2, 2017; and

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

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

NOW, THEREFORE, the Parties hereby agree to the following 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 Federal Fiscal Years 2018-2019, 2019-2020 and 2020-2021 and from any program income generated from the expenditure of such funds."

2. Section 6 of the Original Agreement shall be amended to add subsection (c.) as follows:

"c. A policy to undertake or assist in undertaking, community renewal and lower-income housing assistance activities."

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

This Agreement shall cover Fiscal Years 2018-2019, 2019-2020 and 2020-2021, 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, 2021, 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.

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

"In accordance with HUD Notice CPD 14-07, and subsequent CPD Notices, this Agreement will be automatically extended for an additional 3 (three) year period (July 1, 2021 to June 30, 2024) 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."

5. 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, 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."

6. Section 24. Is amended to read:

"CITY may void this Agreement only if it submits to COUNTY on or before June 2017 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 2018-19, 2019-2020, and 2020-2021. 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."

7. 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 Agreement, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment FOUR to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment FOUR 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.

ATTEST:

City of Dana Point, a municipal
Corporation in the State of California

By: 

Name: Michael Killebrew

Title: City Manager

Date: May 22, 2017By: 

Name: Kathy M. Ward

Title: City Clerk

Date: 5/22/17

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

By: 

Dylan Wright, Director

Orange County Community Resources

Date: 7-26-17

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

Carolyn S Frost

Date: 04/26/17

Page 4 of 4

**AMENDMENT FIVE TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF DANA POINT**

This Amendment Number FIVE (hereinafter "Amendment FIVE") is made and entered into by the County of Orange, a political subdivision of the State of California, ("COUNTY") and CITY OF DANA POINT, a municipal corporation, ("CITY"), DUNS Number 804829836 which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2021, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, COUNTY and CITY executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter, as amended, "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment ONE, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1, 2012; and

WHEREAS, the Original Agreement was amended by Amendment THREE, effective as of July 1, 2015; and

WHEREAS, the Original Agreement was amended by Amendment FOUR, effective as of July 1, 2018; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-20-03 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 April 17, 2020; 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 2021-2022, 2022-2023 and 2023-2024 and from any program income generated from the expenditure of such funds."

2. Section 6 of the Original Agreement shall be amended to add subsection (c.) as follows:

"c. A policy to undertake or assist in undertaking, community renewal and lower-income housing assistance activities."

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

"This Agreement shall cover Fiscal Years 2021-2022, 2022-2023 and 2023-2024, 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, 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.

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."

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

"In accordance with HUD Notice CPD 20-03, 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."

5. 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, 2021 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."

6. Section 14 of the Original Agreement is amended to add subsection (d) as follows:

"d. May receive a formula allocation under the ESG Program only through the Urban County."

7. Section 24 of the Original Agreement is amended to read:
 "CITY may void this Agreement only if it submits to COUNTY on or before June 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 2021-22, 2022-2023, and 2023-2024. 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 FIVE, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment FIVE to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment FIVE 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.

ATTEST:

City of DANA POINT, a municipal
Corporation in the State of California

By: [Signature]

Name: Michael A. Killebrew

Title: City Manager

Date: 5/27/20

By: [Signature]

Name

Title: City Clerk

Date: 5/27/20

DS
CF

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

By: [Signature]
5E2FBD06989F43C...

Dylan Wright, Director

Orange County Community Resources

Date: 8/6/2020

**AMENDMENT SIX TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF DANA POINT**

This Amendment Number SIX (hereinafter "Amendment SIX") is made and entered into by the County of Orange, a political subdivision of the State of California, ("COUNTY") and CITY OF DANA POINT, a municipal corporation, ("CITY"), UEI Number Q9KJGG13FRH4 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 "Small-City" (hereinafter, as amended, "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment ONE, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1, 2012; and

WHEREAS, the Original Agreement was amended by Amendment THREE, effective as of July 1, 2015; and

WHEREAS, the Original Agreement was amended by Amendment FOUR, effective as of July 1, 2018; and

WHEREAS, the Original Agreement was amended by Amendment FIVE, effective as of July 1, 2021; 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 14 of the Original Agreement is amended to add subsection (d) as follows:

"d. May receive a formula allocation under the ESG Program only through the Urban County."

6. Section 24 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.

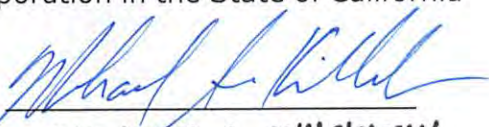
3. The CITY, and all other applicable units of general local government, may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives 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.

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 SIX, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment SIX to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment SIX 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.

ATTEST:

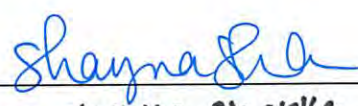
City of DANA POINT, a municipal
Corporation in the State of California

By: 

Name: Michael A. Killebrew

Title: City Manager

Date: 5/18/2023

By: 

Name: Shayna Sharke

Title: City Clerk

Date: 5/18/2023

By: Julia Bidwell
5E2FBD06989F43C...

Orange County Community Resources
7/19/2023

////////////////////////////////////

"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."

DocuSigned by:
John Cleveland
By: Deputy County Counsel Date: 6/27/2023
74000D32EE65457...

Page 43 of 43