

Council Meeting of
July 20, 2010

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

SUBJECT: Community Development—Los Angeles County Community Development Commission (LACDC) Community Development Block Grant (CDBG) Program

Expenditure: None

RECOMMENDATION

Recommendation of the Community Development Director that the City Council enter into a Cooperation Agreement with LACDC allowing Torrance to participate in the LACDC CDBG Program.

Funding: None required.

BACKGROUND AND ANALYSIS

The City of Torrance has an annual allocation of CDBG and HOME funds available to it from the Federal government of almost two million dollars. For a number of years we have forfeited these dollars because we have chosen not to participate in the CDBG Program. After discussions with both HUD and the County of Los Angeles, staff is recommending that the City pursue rejoining the CDBG Program not as an individual entitlement City but as a member of the Los Angeles Urban County CDBG Program.

The County program includes 47 cities, with Lomita, Lawndale, Hermosa Beach, El Segundo, Rolling Hills, Rancho Palos Verdes, Rolling Hills Estates and Manhattan Beach members in the South Bay area. As a member of the County consortium, the City of Torrance would have not only the opportunity to use its CDBG funds within the city, but would have the added opportunity of being able to trade CDBG funds for unrestricted dollars with any willing member of the County consortium in much the same way we now trade transportation funds.

Aside from the ability to trade CDBG funds with other participating consortium members, there are benefits to the City to participating as a part of the County program. If Torrance were to participate in the CDBG Program as a stand-alone entitlement City, we would be required to develop a Consolidated Plan, an in depth document identifying needs in the community and the plans for meeting those needs consistent with the CDBG Program regulations. As a participant in the LACDC CDBG Program, Torrance

would fall under the umbrella of the County Consolidated Plan and would not be required to have a separate plan document addressing needs within the City but instead would be a part of the larger plan. If we have specific plans or programs that we would like to have included in the County plan, we may, if we do not, there is no requirement that the City of Torrance be specifically addressed in the plan. Likewise, we would not have to report directly to HUD regarding the use of our CDBG funds. If we trade funds for unrestricted dollars, there will be no reporting required at all; if we choose to use our CDBG dollars without trading, we will be required to report to the County and they will have the responsibility of reporting to HUD.

As participants within the County program, we would be provided information regarding other members of the County consortium who are interested in trading funds, and could make arrangements for trading with any willing member jurisdiction. Those funds would then be completely without restrictions or reporting requirements. Most recently, trades have been in the \$0.65 for \$1.00 range, similar to trade rates for Proposition A funds.

Should we be unable to find a trading partner for our funds, we would have complete autonomy and would be able to use the CDBG funds for whatever eligible purpose we choose. The County would require only that the projects be CDBG eligible, that they not exceed the percentages allowed for specific types of projects and that we use the funds in a timely fashion. We would not be allowed to have more than a year and half allotment unused or unencumbered at any time or we would risk forfeiting the excess amount. In addition, we would be required to provide the County with basic reports detailing the expenditure of the CDBG funds, so that they could report to HUD.

If we were to make use of our CDBG funds without trading, we would have funds available in the following categories: out of an assumed grant of \$1,266,000, the County would take 10% or \$126,000 for their administrative costs; the City would have \$126,000 available for administrative or staffing costs; \$190,000 would be available for services oriented programs and the remainder of approximately \$800,000 would be available for a wide range of programs resulting in physical improvements such as infrastructure improvement, public facilities development or improvement, handicapped accessibility or home rehabilitation.

In discussions with both the County and with HUD, it is clear that there are a number of pending projects and programs currently in existence in the City that would qualify for CDBG funding, including the Home Improvement Program, handicapped accessibility improvements in public facilities, targeted code enforcement activities and certain redevelopment and economic development projects, to name a few.

The CDBG Program is designed to assist citizens of low and moderate income levels, and many of the physical improvements must target populations of at least 51% low and moderate residents. However, the program assumes that programs or physical improvements aimed at either handicapped or senior populations automatically meet

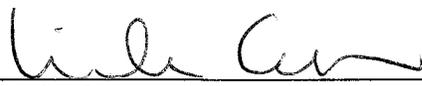
the income requirements. Therefore, the City would have much greater flexibility in improvements or projects that are targeted to either seniors or handicapped residents.

The LACDC CDBG Program is conducted in three year planning increments; we would be joining in the final year of the current three year plan. When a jurisdiction joins the LACDC CDBG Program, they must commit to remaining in the program for the duration of the planning increment. As such, we would be obligated to remain with the LACDC for one year, after which we would be able to decide whether to rejoin for the following three year planning increment.

Based on our discussions with LACDC CDBG Program management staff and examination of the program and our needs as a City, Community Development staff recommends that Torrance take this opportunity to join the LACDC Urban County CDBG Program and enter into the Cooperation Agreement with the LACDC.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

By 
Linda Cessna
Deputy Community Development Director

CONCUR:

Jeffery W. Gibson
Community Development Director


LeRoy J. Jackson
City Manager

CM Note: This item was forwarded to the Council committee on Community Planning and Design for in-depth review and discussion. The recommendation of the Committee will be forthcoming as a supplemental to this item.

- ATTACHMENTS:
- A. Resolution
 - B. Cooperation Agreement
 - C. LACDC Correspondence
 - D. HUD Correspondence
 - E. LACDC Information Sheet

RESOLUTION NO. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE, APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BY AUTHORIZING THE COUNCIL TO APPROVE AND THE MAYOR TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR FISCAL YEAR 2011-2012.

WHEREAS, the City Council of the City of Torrance desires to participate in the Los Angeles Urban County Community Development Block Grant (CDBG) Program with the County of Los Angeles to receive CDBG funds for fiscal year 2011-2012; and

WHEREAS, the City authorizes execution of a Cooperation Agreement with the County of Los Angeles in order to receive said CDBG funds;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TORRANCE HEREBY

Section 1. Accepts and approves the County of Los Angeles Participating City Cooperation Agreement between the City of Torrance and the County of Los Angeles for the time period of July 1, 2011 through June 30, 2012.

Section 2. Authorizes the Mayor or his designee to execute any and all documents necessary for participation in the Los Angeles Urban County CDBG Program on behalf of the City of Torrance.

Introduced, approved and adopted this 20th day of July, 2010.

Mayor Frank Scotto

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III, City Attorney

By _____
Patrick Q. Sullivan, Assistant City Attorney

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIPS PROGRAMS AND
ASSISTED HOUSING PROGRAMS
PARTICIPATING CITY
COOPERATION AGREEMENT**

This Agreement is being entered into on this ____ day of July 2010 to be effective on the 1st day of July 2011, by and between the City of Torrance, hereinafter referred to as "City," and the County of Los Angeles, by and through the Executive Director of the Community Development Commission of the County, hereinafter referred to as "County" and shall remain in effect for the remainder of the Urban County Qualification period of three years, which is from July 1, 2009 through June 30, 2012. After the end of the current qualification period, this Agreement provides for automatic renewal of participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period.

WITNESSETH THAT:

WHEREAS, in 1974, the U.S. Congress enacted and the President signed a law entitled, the Housing and Community Development Act of 1974, as amended, herein called the "Act;" and

WHEREAS, County and City desire to cooperate to undertake, or assist in undertaking, community development, community renewal of lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act, the Cranston-Gonzalez National Affordable Housing Act (NAHA), and the U.S. Housing Act of 1937;

WHEREAS, the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, and the Emergency Shelter Grant (ESG) Program are consolidated under Title I of the Act;

WHEREAS, the County has requested of the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD," that the County be designated as an "Urban County;"

WHEREAS, the City desires to participate jointly with the County in said program;

WHEREAS, as the Urban County designee, the County will take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications;

WHEREAS, the terms and provisions of this Agreement are fully authorized under State and local law, and this Agreement provides full legal authority for the County, by and through its agents and instrumentalities including the Housing Authority of the County of Los Angeles and the Community Development Commission of the County of Los Angeles, herein referred as "Commission," to undertake, or assist in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, by executing this Agreement, the parties hereby give notice of the intention to participate in the Urban County CDBG Program.

NOW, THEREFORE, the parties agree as follows:

1. The City hereby authorizes the County to perform, or cause to be performed, those acts necessary or appropriate to implement the community development and housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, improvement or development of housing for persons of low- to moderate-income, and other community or urban renewal activities authorized under the Act specified for the City in the County's annual Housing and Community Development Plan which will be funded from annual CDBG and applicable HOME Programs from Federal **Fiscal Years 2009 through 2011** appropriations and from any program income generated from the expenditure of such funds. County shall have final authority and responsibility for selecting projects and annually filing its Final Housing and Community Development Plan with HUD.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the then current fiscal year. The Commission will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

2. This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: The CDBG Entitlement Program and the HOME Program.
3. In executing this Agreement, the City understands that it shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the City is participating in the Urban County CDBG entitlement program; and further, the City shall not be eligible to participate in the HOME and ESG programs except through the Urban County.
4. The City may participate in a HOME Program only through the County. Thus, even if the County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments.
5. The term of this Agreement shall be for a period of three (3) years commencing July 1, 2009 through June 30, 2012. In addition, this Agreement will automatically renew every three (3) years, unless the City provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of the first three-year term, the County will notify the City in writing of its right not to participate in the Urban County for a successive three-year term.

The parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the subsequent three-year term.

6. This Agreement shall be effective for the period of time required for the expenditure of all CDBG and/or applicable HOME funds allocated to the City under this Agreement and appropriations from any program income therefrom and for the completion of the funded activities. The County and City agree that they cannot terminate or withdraw from this Agreement while it remains in effect.

The City and the County agree to cooperate to undertake, or assist in undertaking, community development, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, including, but not limited to, the improvement or development of housing for persons of low- to moderate-incomes, and other community or urban renewal activities authorized by the Act.

The City and the County in the performance of this Agreement shall take all actions necessary or appropriate to assure compliance with the County's certification required by Section 104 (b) of Title I of the Act, as amended, including the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Act, Section 3 of the Housing and Urban Development Act of 1968, the Fair Housing Act, the Act, and all other applicable laws and regulations.

7. The City and County agree that CDBG and HOME funding is prohibited for any activities in or on behalf of any cooperating City that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certification.
8. Pursuant to 24 CFR 570.501 (b), the City is subject to all requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.
9. The City shall report to the County of any income generated by the use of CDBG or HOME funds received by the City. Any such program income must be remitted to the County within 30 days of receipt if applicable and upon receiving approval from the County. Such program income may be used for eligible activities in accordance with all CDBG and HOME requirements as may then apply.
10. The County shall be responsible for monitoring and reporting to HUD on the use of any program income; therefore, the City shall be required to maintain appropriate record keeping and reporting for this purpose.
11. In the event of grant close-out or termination of this Agreement, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 60 days after grant closeout.
12. All program income generated from the disposition or transfer of real property acquired or improved by the City, using CDBG and/or HOME funds or program income, during the term of this Agreement, shall be subject to all the terms and conditions of this Agreement, particularly Sections 6 through 11.

13. Any real property which is acquired or improved by the City during the term of this Agreement, in whole or in part, using CDBG and/or HOME funds or program income, shall be subject to the following standards:
 - a. The County shall be notified by the City in writing of any modification or change in the use or disposition of such real property from that planned at the time of the acquisition or improvement. Such notification shall be made prior to the modification, change in use or disposition.
 - b. If such real property is sold within five (5) years or transferred for a use which does not qualify as an eligible activity under CDBG and/or HOME regulations, the City shall reimburse to the County an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG and/or non-HOME funds.
14. The City shall make available for inspection and audit to County's and HUD's representatives, upon request, at any time during the duration of this Agreement and for a period of five (5) years, thereafter, all of its books and records relating to CDBG and HOME program activities and income.
15. Following the end of the three-year reimbursable contract period and after resolving any financial or programmatic findings, if a City elects to leave the Los Angeles County Grant Program, and is not eligible to become an entitlement City, the City will be unable to request that its allocation or any remaining balance be transferred to the City. The City will have two (2) options: the City may exchange its remaining balance for another City's general funds; or the City can forgo selling its funds, in which case any remaining balance will be transferred to the funding pool of the Supervisorial District in which the City is located.
16. The City has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
17. The City shall or shall continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;

- ii The City's policy of maintaining a drug-free workplace;
 - iii Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph “a” of this Section 17.
- d. Notifying the employee in the statement required by paragraph “a” of this Section 17 that, as a condition of employment funded by the CDBG and/or HOME grant, the employee will:
- i Abide by the terms of the statement; and
 - ii Notify the City in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph d(ii) of this Section 17 from an employee or otherwise receiving actual notice of any such conviction; and the City must provide written notice, including position or title, of any City employees convicted of any criminal drug statute to every County officer or other designee who processed a CDBG or HOME grant which funded any activity on which the convicted employee was working, unless HUD has designated an identification number(s) of each affected grant.
- f. Taking one (1) of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d(ii) of this Section 17, with respect to any employee who is so convicted:
- i Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, State, local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f, of this Section 17.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Executive Director of the Community Development Commission of the County of Los Angeles, and the City has subscribed the same through its duly authorized officers, on the day, month, and year first above written

County Counsel Certification

The office of the County Counsel hereby certifies that the terms and provisions of this Agreement are fully authorized under State and local laws, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing.

By: _____
Deputy County Counsel

Date: _____

CITY OF TORRANCE

COUNTY OF LOS ANGELES

By _____
Frank Scotto, Mayor

By _____
SEAN ROGAN, Executive Director
Community Development Commission
of the County of Los Angeles

ATTEST:

By _____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

ANDREA SHERIDAN ORDIN
County Counsel

By _____

By _____
Deputy



COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Sean Rogan
Executive Director

April 28, 2010

LeRoy J. Jackson, City Manager
City of Torrance
3031 Torrance Blvd.
Torrance, CA 90503

Dear Mr. Jackson:

LOS ANGELES URBAN COUNTY COOPERATION AGREEMENT PERIOD
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FEDERAL FISCAL YEARS 2009-2011

Once again, we would like to invite your City to participate in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for the current three-year Cooperation Agreement cycle, which began July 1, 2009 and will continue through June 30, 2012. We hope you will choose to participate in the Los Angeles Urban County CDBG Program.

The 47 cities currently participating in the Program have made a significant impact on community development in the County of Los Angeles. By participating in the CDBG Program, your City will have the same opportunities and benefits as the other participating cities, including the option to participate in the HOME Investment Partnerships (HOME) Program. Additionally, your City has the option of exchanging its CDBG funds with another participating city for general funds or of acquiring more CDBG funds through a similar process. This Program's flexibility is a unique aspect of participation in the Los Angeles Urban County Program. Also, participation in the CDBG Program affords your City the advantage of the larger Urban County loan authority for Section 108 and float loans. This allows cities to receive Section 108 loans larger than those for a smaller entitlement jurisdiction, subject to underwriting and ability to repay the loan.

This invitation is predicated upon the continuation of the CDBG Program. Should the Program be discontinued, there would be no further commitment on your City's part for continued participation under an executed Cooperation Agreement. Presented below, for your consideration, are general policies regarding participation in the current three-year cycle:

- All cities that decide to be a part of the CDBG Program in the spring of 2010 are required to execute a Cooperation Agreement with the County for the balance of the Cooperation Agreement period, covering Fiscal Year (FY) 2011, which begins July 1, 2011 and ends

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OFFICE OF THE
CITY MANAGER

10% of amount
3- wop to full
Reimburse
contract
Project
Agreement



LeRoy J. Jackson, City Manager
 April 28, 2010
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on June 30, 2012. Once you notify us that you wish to participate in the CDBG Program and complete the "Election to Participate or Decline Participation" form (see attachment), a Cooperation Agreement will be forwarded to you. After the period ending June 30, 2012, if you elect to continue in the CDBG Program, the Cooperation Agreement will be automatically renewed in successive three-year periods. At the completion of the period ending June 30, 2012, if you determine you do not wish to continue participating in the CDBG Program, you must notify us in writing using the "Election to Participate or Decline Participation" form;

- Cities will not be able to drop out of the Urban County CDBG Program during the three-year contract period;
- Each city will retain control over funding decisions for the use of CDBG funds allocated to the city, subject to Program regulations;
- The Community Development Commission often provides additional assistance to the participating cities by undertaking County-funded or jointly-funded community development activities within the local jurisdiction's boundaries;
- Cities will not be eligible to apply for grants under the Small Cities or State CDBG Programs during the Cooperation Agreement period;
- Cities are automatically eligible to participate in the HOME Program; and
- At the completion of the current three-year Cooperation Agreement cycle, which ends June 30, 2012, your City will be able to automatically renew their participation in the Urban Qualification Program.

If your City elects **not** to participate in the Los Angeles Urban County CDBG Program for FY 2011, please check the box declining participation, sign, and return the attached "Election to Participate or Decline Participation" form to the following address **by May 21, 2010** to:

Attn: Raymond White
 Community Development Commission
 CDBG Division
 2 Coral Circle
 Monterey Park, CA 91755

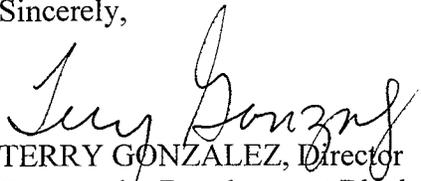
If your City wishes to participate, please check the "yes" box on the attached "Election to Participate or Decline Participation" form. Sign and return the form via fax at (323) 890-8595 or

LeRoy J. Jackson, City Manager
April 28, 2010
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e-mail to Mr. White at Raymond.white@lacdc.org by **May 21, 2010** and we will develop the contract for participation.

If you need additional information or further assistance, please contact Mr. White, of my staff, at (323) 890-7167.

Sincerely,



TERRY GONZALEZ, Director
Community Development Block Grant Division

TG:LJ:HR:rb
CDBG/COMMON/GPA/Urban qualification/coop-invite-citesnotpart2011-12.final merge

Attachment



COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

2 Coral Circle • Monterey Park, CA 91755
 323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
 Commissioners

Sean Rogan
 Executive Director

June 10, 2010

LeRoy J. Jackson, City Manager
 City of Torrance
 3031 Torrance Blvd.
 Torrance, CA 90503-5015

Dear Mr. Jackson:

**REQUEST TO APPROVE PARTICIPATING CITY COOPERATION AGREEMENT BETWEEN
 THE CITY OF TORRANCE AND THE COUNTY OF LOS ANGELES**

Thank you for expressing an interest in joining the Los Angeles Urban County Program. Attached is the Participating City Cooperation Agreement between the City of Torrance and the County of Los Angeles. The Agreement outlines the duties and responsibilities of participating cities and the County of Los Angeles in the administration of Community Development Block Grant and HOME Investment Partnerships Programs funds.

As a City with a metropolitan status, Torrance must defer this status as a joint participant with the County to participate in the Urban County Program. The City must send a letter as soon as possible to the U.S. Department of Housing and Urban Development (HUD) and to the Community Development Commission (Commission), stating its intent to relinquish its status and join the Urban County Program. The County, on the City's behalf, will request from HUD a waiver to allow Torrance to join the Urban County Program at this time. Otherwise, the City will need to wait until the next three-year requalification period, beginning on July 1, 2012.

The City Council of Torrance must adopt a resolution authorizing the Chief Executive Officer to sign the attached Agreement. This resolution must be received by the Commission **no later than Tuesday, July 6, 2010**. The City does not need to manually sign the Agreement, as the Commission has in place an electronic signature system. We will contact Linda Cessna, Deputy Community Development Director, soon to set up the City in our CDBG Online System.

Please notify Hermelinda Rendon, Program Administration Team Supervisor, of my staff, as to when the resolution will be adopted. Ms. Rendon can be reached at (323) 890-7322 or Hermelinda.rendon@lacdc.org. You may forward a certified copy of the resolution to her attention at:

Community Development Commission
 CDBG Division
 2 Coral Circle
 Monterey Park, CA 91755



LeRoy J. Jackson, City Manager
June 10, 2010
Page 2

If you have any questions, please contact Ms. Rendon. Thank you again for your interest in joining the Los Angeles Urban County Program.

Sincerely,



TERRY GONZALEZ, Director
Community Development Block Grant Division

TG:LJ:RDW:rb
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Attachment

C: Linda Cessna, Deputy Community Development Director



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

2010 APR 26 PM 3:34
OFFICE OF THE
MAYOR & COUNCIL

April 9, 2010

The Honorable Frank Scotto
Mayor of Torrance
3031 Torrance Boulevard
Torrance, CA 90503-5015

Dear Mayor Scotto:

I am pleased to inform you of your Fiscal Year (FY) 2010 allocations for the Office of Community Planning and Development's (CPD's) formula programs. The CPD formula programs provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special populations across the country. FY2010 funding for these programs was included in Public Law 111-117, signed by President Obama on December 16, 2009.

Your community has the following amounts available in FY2010:

Community Development Block Grant	\$1,266,898
HOME Investment Partnerships	\$713,429
Housing Opportunities for Persons with AIDS	\$ 0
Emergency Shelter Grants	\$ 0

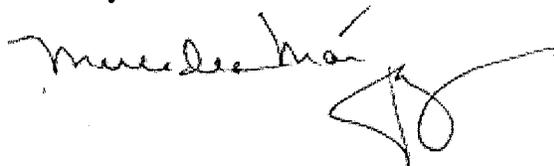
After consulting with the Los Angeles Field Office, your FY2010 HOME allocation will be reduced to \$0 because you have declined participation in the HOME Program. If that is not the case and you wish to receive a HOME allocation for FY2010, please notify William Vasquez, CPD Director in the Los Angeles Field Office within 30 days from the date of this letter.

I would like to highlight two important matters for this funding cycle. First, the Department urges grantees to consider the needs of returning veterans and their families in the design and administration of these formula programs. Our fellow Americans have served our nation on the battlefields of Iraq and Afghanistan and countless other places around the globe. Many veterans are returning to our communities with wounds and injuries that may make it difficult for them to find housing or support themselves and/or their families. I ask that you consider their sacrifice and ensure that these men and women receive every appropriate consideration in the use of these funds at the local level.

Second, it is important that HUD have complete performance measurement data for its formula grant programs to report to Congress, the Office of Management and Budget, and the public at large. Grantees must report outcome indicators for all open activities in the Integrated Disbursement and Information System (IDIS) to assess their performance toward achieving their objectives and outcomes in their Consolidated Annual Performance and Evaluation Report.

We have a challenging journey ahead, but I believe with your help we can successfully meet those challenges. I look forward to working with you. If you or any member of your staff has questions, please contact your local CPD office director.

Sincerely,

A handwritten signature in black ink, appearing to read "Mercedes Márquez". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mercedes Márquez
Assistant Secretary

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The Community Development Commission's (CDC) Community Development Block Grant (CDBG) Program is designed to promote community improvements in low- and moderate-income unincorporated County areas as well as in over 45 participating cities. The CDBG Program has three primary objectives:

- To benefit persons with low- and moderate-incomes;
- To aid in the prevention of neighborhood deterioration; and
- To meet other urgent community development needs due to natural disasters or other emergencies.

The County's CDBG program is funded through the U.S. Department of Housing and Urban Development (HUD), and is the largest Urban County CDBG program in the nation.

The CDBG Division works closely with diverse communities and elected representatives to assess local needs and identify funding priorities for the unincorporated areas of the County. Through annual public meetings, the staff helps communities prioritize their needs and then provides input to the Los Angeles County Board of Supervisors for funding consideration. The staff then contracts with community-based organizations, County departments, and other public agencies to provide the needed community improvements and services.

The majority of funding is intended for capital improvements, which include:

- Construction of community and senior centers;
- Housing rehabilitation grants and loans;
- Improvement to park facilities and streets; and
- Modifications to public spaces to make them accessible to the physically disabled.

The remaining funding is allocated for public services such as gang and drug diversion, graffiti removal, meals for seniors, youth recreation programs, and medical and mental health services for families and individuals.

Some examples of projects and programs that have benefited from CDBG funding include the Bell Gardens John Anson Ford Park Improvement, which provides a state of the art sports complex to the residents in the area; the Handyworker Minor Home Repair, which improves the livability of homes for low-and moderate-income households by providing no-cost repairs; and the Mary McLeod Bethune Transitional Center for Homeless Students which allows children between the ages of five and 18 to access a facility that provides the

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following services: educational evaluation and placement; parental consultation; and necessities such as clothing, personal hygiene items, and medical evaluations.

The CDBG Division also administers a Countywide Section 108 Loan Program, a \$30 million pre-approved pool of loan guarantee authority available to cities participating in the Los Angeles Urban County CDBG Program. Cities and redevelopment agencies can use Section 108 financing for any eligible activity, including the development of infrastructure and public facilities, as well as to provide relocation and environmental remediation assistance. To date, the following types of projects have been funded:

- Construction and rehabilitation of community centers and sports centers;
- Street and landscape improvements;
- Senior facility construction; and
- Site acquisition for commercial development and office/industrial business parks.

The CDBG Division also provides administrative services to all participating agencies in the following areas: monitoring, technical assistance, and direction on how to meet HUD's reporting and compliance requirements.

For additional information on the programs offered by the Community Development Block Grant Division, please call (323) 890-7220.