

**COOPERATION AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,
HOME INVESTMENT PARTNERSHIPS PROGRAM, AND
EMERGENCY SOLUTIONS GRANT
FOR FISCAL YEARS 2027, 2028, 2029**

This Cooperation Agreement for the Community Development Block Grant, HOME Investment Partnerships Program, and the Emergency Solutions Grant for Fiscal Years 2027, 2028, and 2029, hereinafter referred to as "Agreement" is made and entered into this _____ day of _____ 2026, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF COACHELLA, an incorporated municipality within the geographical boundaries of the COUNTY, hereinafter referred to as "CITY." City and County individually referred to herein as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Housing and Community Development Act of 1974, as amended (42 U.S.C.A. § 5301 et seq.) (Public Law 93-383), hereinafter called "ACT", provides that Community Development Block Grant funds hereinafter referred to as "CDBG", may be used for the support of activities that provide decent housing, suitable living environments, and expanded economic opportunities principally for persons of low and moderate-income; and

WHEREAS, the HOME Investment Partnerships Act program, hereinafter referred to as "HOME," was enacted as Title II of the National Affordable Housing Act of 1990, for the purposes of: expanding the supply of decent, affordable housing for low and very-low income families with emphasis on rental housing; building State and local capacity to carry out affordable housing programs; and providing for coordinated assistance to participants in the development of affordable low-income housing; and

WHEREAS, the Emergency Solutions Grant, hereinafter referred to as "ESG," was authorized by the McKinney-Vento Homeless Assistance Act of 1987 and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009. The objectives of the ESG program are to increase the number and quality of emergency shelters and transitional

1 housing facilities for homeless individuals and families, to operate these facilities and provide
2 essential social services, and to help prevent homelessness;

3 **WHEREAS**, CDBG regulations require counties to re-qualify as an Urban County under
4 the CDBG program every three (3) years.

5 **WHEREAS**, the chief executive officer of the COUNTY is authorized to execute this
6 Agreement pursuant to Riverside County Ordinance No. 442.

7 **WHEREAS**, the City Manager or Mayor of CITY is authorized to execute this Agreement
8 on the CITY's behalf.

9 **WHEREAS**, the COUNTY Board of Supervisors on July 14, 2026 via Minute Order
10 30623 authorized the COUNTY Director of Housing and Workforce Solutions to execute this
11 agreement on behalf of the COUNTY.

12 **NOW THEREFORE**, in consideration of the mutual covenants herein set forth and the
13 mutual benefits to be derived there from, the parties agree as follows:

14 1. GENERAL.

15 (a). This Agreement gives COUNTY authority to undertake, or assist in
16 undertaking, activities for Fiscal Years 2027, 2028, and 2029, that will be funded from the CDBG,
17 HOME, and ESG programs and from any program income generated from the expenditure of such
18 funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in undertaking,
19 community renewal and lower-income housing assistance activities. COUNTY is qualified as an
20 "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives notice of its
21 election to participate in an Urban County's Community Development Block Grant (CDBG),
22 Home Investment Partnerships Act (HOME), and Emergency Solutions Grant (ESG) programs,
23 hereinafter referred to as "Urban County Programs".

24 (b). By executing this Agreement, CITY understands that it may not apply for
25 grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during
26 the period in which it participates in the Urban County's CDBG program, and that CITY may only
27 participate in the HOME program through the COUNTY'S Urban County Programs, not a HOME
28

consortium. The CITY may also apply for HOME funds from the State of California, if permitted by the State.

(c). By executing this Agreement, CITY understands that it may only receive a formula allocation of ESG funds through the COUNTY'S Urban County Programs. The CITY may also apply for ESG funds from the State of California, if permitted by the State.

2. TERM.

The term of this Agreement shall be for three (3) years commencing on October 1, 2026, and expiring on September 30, 2029, unless an earlier date of termination is fixed by U.S.

Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT.

This Agreement shall remain in effect until funds granted and program income received during the three-year program period are expended and the funded activities completed.

Neither the COUNTY nor the CITY may terminate, withdraw, or be removed from the program during the three-year program period.

This Agreement will renew automatically for participation in one successive three-year Urban County qualification period (Federal Fiscal Years 2027-29), unless the CITY or the COUNTY provides written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD Exchange Urban Counties website. By executing this Agreement, the CITY acknowledges that it has been notified in writing of the CITY's right to make this election. A copy of this Agreement will be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website.

The Parties 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. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

3. PREPARATION OF FEDERALLY REQUIRED FUNDING APPLICATIONS.

The County of Riverside Housing and Workforce Solutions, subject to approval of COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to the U.S.

1 Department of Housing and Urban Development (HUD), in a timely manner, all reports and
2 statements required by the ACT and the Federal regulations promulgated by HUD to secure
3 entitlement grant funding under the CDBG, HOME, and ESG programs. This duty shall include
4 the preparation and processing of COUNTY Housing, Community, and Economic Development
5 Needs Identification Report, Citizen Participation Plan, the County Five-Year Consolidated Plan,
6 One-Year Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and
7 other related programs which satisfy the application requirements of ACT and its regulations.

8 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
9 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

10 (a) COUNTY and CITY will comply with the applicable provisions of the
11 ACT and those Federal regulations promulgated by HUD pursuant thereto, as the same currently
12 exists or may hereafter be amended.

13 (b) The COUNTY and CITY are hereby obligated to take all actions
14 necessary to assure compliance with COUNTY's certification regarding affirmatively furthering
15 fair housing pursuant to Section 104 (b) of Title I of ACT, as amended.

16 (c) COUNTY and CITY will comply with the applicable provisions of
17 the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964
18 and the implementing regulations at 24 CFR Part 1; The Fair Housing Act, Title VIII of the Civil
19 Rights Act of 1968, the implementing regulations at 24 CFR Part 100, and the duty to affirmatively
20 further fair housing (AFFH); Title 24 Code of Federal Regulations part 570; Cranston-Gonzales
21 National Affordable housing Act (Public Law 101-625); Executive Order 11063, as amended by
22 Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real
23 Property Acquisition Policies Act of 1970 (42 U.S.C.§4630, et. seq.); Section 109 of Title I of the
24 ACT and implementing regulations at 24 CFR part 6, including Section 504 of the Rehabilitation
25 Act of 1973 and the implementing regulations at 24 CFR Part 8, Title II of the Americans with
26 Disabilities Act and the implementing regulations at 28 CFR part 35, the Age Discrimination Act
27 of 1975 and the implementing regulations at 24 CFR part 146, Section 3 of the Civil Rights Act of
28 1963, as amended, Section 3 of the Housing and Urban Development Act of 1968, the Uniform

1 Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the implementing
2 regulations at 49 CFR Part 24, and Section 104(d) of the Act and implementing regulations at 24
3 CFR Part 42; and other Federal or state statute or regulation applicable to the use of CDBG, HOME
4 Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990),
5 and Emergency Solutions Grant funds.

6 (d) CITY agrees that the Urban County Program funding for activities in, or in
7 support of, the CITY are prohibited if CITY does not affirmatively further fair housing within
8 CITY'S jurisdiction or impedes COUNTY actions to comply with its fair housing certification.

9 (e) CITY and COUNTY shall meet the citizen participation requirements of 24
10 CFR 570.301 and provide Urban County Program citizens with all of the following:

11 i. The estimate of the amount of CDBG funds proposed to be used for
12 activities that will benefit persons of low and moderate-income;

13 ii. A plan for minimizing displacement of persons as a result of
14 activities assisted with CDBG funds and to assist persons actually displaced as a result of such
15 activities;

16 iii. A plan that provides for and encourages citizen participation, with
17 particular emphasis on participation by persons of low and moderate-incomes, residents of slum
18 and blighted areas, and of areas in which funds are proposed to be used, and provides for
19 participation of residents in low and moderate-income neighborhoods;

20 iv. Reasonable and timely access to local meetings, information, and
21 records relating to the grantee's proposed use of funds, as required by the regulations of the
22 Secretary, and relating to the actual use of funds under the ACT;

23 v. Provide for public meetings to obtain citizen views and to respond
24 to proposals and questions at all stages of the community development program, including at least
25 the development of needs, the review of proposed activities and review of program performance.
26 Meeting shall be held after adequate notice, at times and locations convenient to potential or actual
27 beneficiaries, and with accommodation for the disabled.

1 (f). CITY shall develop a community development plan, for the period of this
2 Agreement, which identifies community development and housing needs and specifies both short
3 and long-term community development objectives.

4 (g). CITY certifies, to the best of its knowledge and belief, that:

5 i. No Federal appropriated funds have been paid or will be paid, by or
6 on behalf of the CITY, to any person influencing or attempting to influence an officer or employee
7 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
8 Member of Congress, in connection with the awarding of any Federal contract, the making of any
9 Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and
10 the extension, continuation, renewal, amendment or modification of any Federal contract, grant,
11 loan or cooperative agreement.

12 ii. If any funds other than Federally-appropriated funds have been paid
13 or will be paid to any person for influencing or attempting to influence an officer or employee of
14 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a
15 Member of Congress, in connection with this Federal contract, grant, loan, or cooperative
16 agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to
17 Report Lobbying", in accordance with its instructions.

18 iii. The CITY shall require that the language provided in Sections 4(c)
19 of this Agreement be included in the award documents for all sub-awards at all tiers (including
20 subcontracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that
21 all sub-recipients shall certify and disclose accordingly. This certification is a material
22 representation of fact upon which reliance was placed when this transaction was made or entered
23 into.

24 (iv). In accordance with Section 519 of Public Law 101-144, (the 1990
25 HUD Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy
26 prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against
27 any individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is
28 enforcing applicable State and local laws against physically barring entrance to, or exit from, a

1 facility or location which is the subject of such non-violent civil rights demonstrations within its
2 jurisdiction.

3 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

4 The COUNTY's Board of Supervisors have adopted policies and procedures to
5 ensure efficient and effective administration of the CDBG, HOME and ESG programs. COUNTY
6 will provide these policies and procedures to CITY within a reasonable time after this Agreement's
7 commencement date. COUNTY and City agree to comply with these said policies and program
8 objectives and to take no actions to obstruct implementation of the approved 2024-2029 Five Year
9 Consolidated Plan and the subsequent Five-Year Consolidated Plan.

10 6. OTHER AGREEMENTS

11 Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the same
12 requirements applicable to sub-recipients, including the requirement of a written agreement set
13 forth in Federal regulations at 24 CFR 570.503. For each fiscal year during the term of this
14 Agreement, COUNTY and CITY shall enter into an additional agreement, commonly known as a
15 Supplemental Agreement, that will have a term coinciding with a CDBG Program Year and
16 enumerate the project(s) CITY will implement with its entitlement funds. Said Supplemental
17 Agreement will set forth the time schedule for completion of said project(s) and any funding
18 sources, in addition to entitlement funds, that will be used in completing the project(s). If
19 substantial compliance with the completion schedule, due to unforeseen or uncontrollable
20 circumstances, cannot be met by CITY, the schedule for the project(s) may be extended by
21 COUNTY. If COUNTY determines that substantial progress toward drawdown of funds is not
22 made during the term of the Supplemental Agreement, the entitlement funds associated with the
23 project(s) may be reprogrammed by COUNTY, to other activities as determined by COUNTY,
24 after COUNTY provides appropriate written notice to CITY. COUNTY's decision not to extend
25 the completion schedule associated with the project(s), or to reprogram the entitlement funds
26 associated with the project(s), will not excuse CITY from complying with terms of this Agreement.

27 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
28 DISTRIBUTION OF ENTITLEMENT FUNDS.

1 CITY agrees to submit to COUNTY in writing, no later than the date specified by
2 COUNTY prior to each program year, the activities that the CITY desires to implement with its
3 entitlement funds, said designation to comply with statutory and regulatory provisions governing
4 citizen's participation. Said designation is to be reviewed by the COUNTY's Housing and
5 Workforce Solutions to determine that the projects are eligible under Federal regulations for
6 funding and inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan
7 and consistent with both Federal and COUNTY policy governing use of Community Development
8 Block Grant (CDBG) funds.

9 In the event that CITY fails to submit to COUNTY the identified activities that the
10 CITY desires to implement with its entitlement funds by the date specified prior to each program
11 year, the COUNTY may determine the activities to be funded, without consent of the CITY,
12 consistent with both Federal and COUNTY policy governing use of Community Development
13 Block Grant (CDBG) funds.

14 Consistent with Sections 3, 4, 5, 6, and 7 of this Agreement, COUNTY's Board of
15 Supervisors will make the final determination of the distribution and disposition of all CDBG
16 funds received by COUNTY pursuant to the Act.

17 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

18 CITY warrants that those officers, employees, and agents, retained by it and
19 responsible for implementing projects funded with CDBG have received, reviewed, and will
20 follow the Community Development Block Grant Manual that has been prepared and amended by
21 COUNTY, which Manual is incorporated herein and made a part hereof by this reference.

22 9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY
23 CONSTRUCTED WITH CDBG FUNDS.

24 When CDBG funds are used, in whole or in part, by CITY to acquire real property
25 or to construct a public facility, CITY shall comply with the National Environmental Policy Act
26 of 1969 (42 U.S.C. § 4321, et seq.), the California Environmental Quality Act (Cal. Pub. Resources
27 Code § 21000, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies
28 Act of 1970 (42 U.S.C. § 4630, et seq.), and California Government Code Sections 7260 et seq.,

1 as those laws may be amended from time-to-time and any Federal or state regulations issued to
2 implement the aforementioned laws.

3 In addition, the following is to occur:

4 (a) Title to the real property shall vest in CITY;

5 (b) The real property title will be held by or the constructed facility will be
6 maintained by the CITY for the approved use until five years after the date that the CITY is no
7 longer considered by HUD to be a part of the metropolitan city or urban county, pursuant to 24
8 CFR 570.501(b).

9 (c) While held by CITY, the real property or the constructed facility is to be
10 used exclusively for the purpose for which acquisition or construction was originally approved by
11 COUNTY;

12 (d) CITY shall provide timely written notice to COUNTY of any action which
13 would result in a modification or change in the use of the real property purchased or improved, in
14 whole or in part, with CDBG or HOME funds from that planned at the time of acquisition or
15 improvement, including disposition.

16 (e) CITY shall provide timely written notice to citizens and opportunity to
17 comment on any proposed modification or change;

18 (f) Written approval from COUNTY must be secured if the property or the
19 facility is to be put to an alternate use that is or is not consistent with Federal regulations governing
20 CDBG funds;

21 (g) Should CITY desire during the five (5) year period to use the real property
22 or the constructed facility for a purpose not consistent with applicable Federal regulations
23 governing CDBG funds or to sell the real property or facility, then:

24 (i) If CITY desires to retain title, it will have to reimburse either COUNTY
25 or the Federal government an amount that represents the percentage of current fair market value
26 that is identical to the percentage that CDBG funds initially comprised when the property was
27 acquired or the facility was constructed;

28 (ii) If CITY sells the property or facility, or is required to sell the property

or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the monies paid to initially acquire the property or construct the facility. This percentage amount will be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

10. DISPOSITION OF INCOME GENERATED BY THE EXPENDITURE OF CDBG FUNDS.

CITY shall inform COUNTY in writing of any income generated by the expenditure of CDBG funds received by CITY from COUNTY. CITY may not retain program income so generated. Any and all program income shall be returned to the County and may only be used for eligible activities in accordance with all CDBG requirements, including all requirements for citizen participation.

The COUNTY is required by HUD to monitor and report the receipt and use of all program income. CITY is required to track, monitor, and report any and all program income as requested by COUNTY.

11. TERMINATION.

Except as provided for in Section 2, CITY and COUNTY cannot terminate or withdraw from this Agreement while it remains in effect.

12. NOTICES.

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Heidi Marshall, Director

County of Riverside HWS

3403 Tenth Street, Suite 300

Riverside, CA 92501

CITY OF COACHELLA

Lincoln Bogard, Interim City Manager

City of Coachella

53990 Enterprise Way

Coachella, CA 92236

1 13. AGREEMENT ADMINISTRATION.

2 The City Manager of the CITY, and the Director of Housing and Workforce Solutions of
3 County of Riverside, or their designee, shall administer the terms and conditions of this Agreement
4 for their respective city or county.

5 14. COOPERATION; FURTHER ACT.

6 The PARTIES shall cooperate fully with one another, and shall take any additional acts or
7 sign any additional documents as may be necessary, appropriate or convenient to attain the purpose
8 of the Agreement.

9 15. NO THIRD-PARTY BENEFICIARIES.

10 This Agreement is made and entered into for the sole protection and benefit of the PARTIES hereto
11 and shall not create any rights in any third parties. No other person or entity shall have any right
12 or action based upon the provisions of the Agreement.

13 16. SECTION HEADINGS.

14 The Section headings herein are for the convenience of the PARTIES only and shall not be deemed
15 to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or
16 language of this Agreement.

17 17. FORMER AGREEMENTS UTILIZING COMMUNITY
18 DEVELOPMENT BLOCK GRANT FUNDS BETWEEN COUNTY AND CITY.

19 All agreements between CITY and COUNTY regarding the use of CDBG funds for
20 fiscal years 1975-76 through fiscal years 2026-27 and any Supplemental Agreements there under,
21 shall remain in full force and effect. If the language of this Agreement is in conflict or inconsistent
22 with the terms of any prior said agreements between CITY and COUNTY, the language of this
23 Agreement will be controlling.

24 18. INDEMNIFICATION

25 CITY agrees to indemnify, defend, and hold harmless COUNTY and its authorized
26 officers, employees, agents, and volunteers from any and all claims, actions, losses, damages,
27 and/or liability arising from CITY acts, errors or omissions and for any costs or expenses incurred
28 by COUNTY on account of any claim therefore, except where such indemnifications is prohibited

1 by law. CITY shall promptly notify COUNTY in writing of the occurrence of any such claims,
2 actions, losses, damages, and/or liability.

3 CITY shall indemnify and hold harmless COUNTY against any liability, claims,
4 losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its
5 successor that activities undertaken by CITY under the program(s) fail to comply with any laws,
6 regulations, or policies applicable thereto or that any funds billed by and disbursed to CITY under
7 this Agreement were improperly expended.

8 19. COMPLIANCE WITH LAWS AND REGULATIONS.

9 By executing this Agreement, the Parties hereby certify that they will adhere to and
10 comply with all Federal, state and local laws, regulations and ordinances.

11 20. ENTIRE AGREEMENT.

12 It is expressly agreed that this Agreement embodies the entire agreement of the
13 Parties in relation to the subject matter hereof, and that no other agreement or understanding,
14 verbal or otherwise, relative to this subject matter, exists between the Parties at the time of
15 execution.

16 21. SEVERABILITY.

17 Each paragraph and provision of this Agreement is severable from each other
18 provision and in the event any provision in this Agreement is held by a court of competent
19 jurisdiction to be invalid, void, or unenforceable, the remaining provision will never the less
20 continue in full force without being impaired or invalidated in any way.

21 22. ASSIGNMENT.

22 CITY shall not make any sale, assignment, conveyance or lease of any trust or
23 power, or transfer in any other form with respect to this Agreement, or delegate or assign any
24 interest in this Agreement without prior written approval of the County.

25 23. INTERPRETATION AND GOVERNING LAW.

26 This Agreement and any dispute arising hereunder shall be governed by and
27 interpreted in accordance with the laws of the State of California. This Agreement shall be
28 construed as a whole according to its fair language and common meaning to achieve the objectives

1 and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are
2 to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all
3 Parties having been represented by counsel in the negotiation and preparation hereof.

4 24. WAIVER.

5 Failure by a Party to insist upon the strict performance of any of the provisions of
6 this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default
7 of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict
8 compliance by the other Party with the terms of this Agreement thereafter.

9 25. JURISDICTION AND VENUE.

10 Any action at law or in equity arising under this Agreement or brought by a Party
11 hereto for the purpose of enforcing, construing or determining the validity of any provision of this
12 Agreement shall be filed in the Superior Court of California, County of Riverside, State of
13 California, and the Parties hereto waive all provisions of law providing for the filing, removal or
14 change of venue to any other court or jurisdiction.

15 26. AMENDMENTS

16 No change, amendment, or modification to the Agreement shall be valid or binding
17 upon CITY or COUNTY unless such change, amendment, or modification is in writing and duly
18 executed. CITY and COUNTY agree to adopt any necessary amendments to this Agreement to
19 incorporate changes required by HUD as set forth in the Urban County Qualification Notice.
20 Amendments must be submitted to HUD as provided in the Urban County Qualification Notice
21 and failure to do so will void the automatic renewal for such qualification period.

22 27. PROHIBITION OF CDBG FUND TRANSFER

23 Parties to this Agreement understand and agree that they may not sell, trade, or
24 otherwise transfer all or any portion of CDBG Part 52 funds to a Metropolitan City, Urban
25 County, unit of general local government, or insular area that directly or indirectly receives CDBG
26 funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds
27 for activities eligible under Title I of the Housing and Community Development Act of 1974, as
28 amended

1 28. EMERGENCY SOLUTIONS GRANT FORMULA ALLOCATION

2 CITY acknowledges that while participating in the COUNTY's Urban County
3 program, CITY can only receive a formula Emergency Solutions Grant (ESG) allocation from
4 the Urban County program and only at such times as authorized by the Board of Supervisors. The
5 CITY and COUNTY may also apply for ESG funds from the State of California, if permitted by
6 the State.

7 29. HOME INVESTMENT PARTNERSHIP ACT FORMULA
8 ALLOCATION

9 CITY acknowledges that while participating in the COUNTY's Urban County
10 program, CITY can only receive a formula HOME allocation from the Urban County program
11 and only at such times as authorized by the Board of Supervisors. The CITY and COUNTY may
12 also apply for HOME funds from the State of California, if permitted by the State.

13 30. AUTHORITY TO EXECUTE.

14 The persons executing this Agreement or exhibits attached hereto on behalf of the
15 Parties to this Agreement hereby warrant and represent that they have the authority to execute
16 this Agreement and warrant and represent that they have the authority to bind the respective
17 Parties to this Agreement to the performance of its obligations hereunder.

18 31. INCORPORATION OF RECITALS

19 The Parties hereby affirm the facts set forth in the recitals above. Said recitals are
20 incorporated herein and made an operative part of this Agreement.

21 32. COUNTERPARTS

22 This Agreement may be executed in multiple counterparts, each of which shall be
23 deemed an original, but all of which, together, shall constitute one and the same instrument.

24
25
26
27 **[SIGNATURES ON FOLLOWING PAGE]**
28

1
2 **IN WITNESS WHEREOF**, the COUNTY and CITY have executed this
3 Agreement on the date shown below.

4
5 Date: _____

6
7 COUNTY OF RIVERSIDE,
8 a political subdivision of the
9 State of California

CITY OF COACHELLA,
a charter city

10
11 BY: _____
12 Heidi Marshall, Director
13 Housing and Workforce Solutions

BY: _____
Mayor or City Manager

14
15 APPROVED AS TO FORM:
16 Minh C. Tran,
17 County Counsel

ATTEST:

18
19 By: _____
20 Braden Holly
21 Deputy County Counsel

BY: _____
City Clerk

22 APPROVED AS TO FORM:

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24 BY: _____
25 City Attorney
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County Counsel

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