

1 **COOPERATION AGREEMENT**  
2 **FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT,**  
3 **HOME INVESTMENT PARTNERSHIPS PROGRAM, AND**  
4 **EMERGENCY SOLUTIONS GRANT**  
5 **FOR FISCAL YEARS 2024-25, 2025-26, 2026-27**

6 This Cooperation Agreement for the Community Development Block Grant, HOME  
7 Investment Partnerships Program, and the Emergency Solutions Grant for Fiscal Years 2024-25,  
8 2025-26, 2026-27, hereinafter referred to as "Agreement" is made and entered into this \_\_\_\_\_  
9 day of \_\_\_\_\_ 2023, by and between the COUNTY OF RIVERSIDE, a political subdivision  
10 of the State of California, hereinafter referred to as "COUNTY", and CITY OF BEAUMONT, an  
11 incorporated municipality within the geographical boundaries of the COUNTY, hereinafter  
12 referred to as "CITY." City and County individually referred to herein as "Party" and collectively  
13 as the "Parties."

14 **RECITALS**

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

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

26 **WHEREAS**, the Emergency Solutions Grant, hereinafter referred to as "ESG," was  
27 authorized by the McKinney-Vento Homeless Assistance Act of 1987 and the Homeless  
28 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 **NOW THEREFORE**, in consideration of the mutual covenants herein set forth and the  
6 mutual benefits to be derived there from, the parties agree as follows:

7 1. GENERAL.

8 (a). This Agreement gives COUNTY authority to undertake, or assist in  
9 undertaking, activities for Fiscal Years 2024-25, 2025-26, and 2026-27, that will be funded from  
10 the CDBG, HOME, and ESG programs and from any program income generated from the  
11 expenditure of such funds. COUNTY and CITY agree to cooperate, to undertake, or to assist in  
12 undertaking, community renewal and lower-income housing assistance activities. COUNTY is  
13 qualified as an "Urban County" under the ACT. CITY, by executing this Agreement, hereby gives  
14 notice of its election to participate in an Urban County's Community Development Block Grant  
15 (CDBG), Home Investment Partnerships Act (HOME), and Emergency Solutions Grant (ESG)  
16 programs, hereinafter referred to as "Urban County Programs".

17 (b). By executing this Agreement, CITY understands that it may not apply for  
18 grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during  
19 the period in which it participates in the Urban County's CDBG program, and that CITY may only  
20 participate in the HOME program through the COUNTY'S Urban County Programs, not a HOME  
21 consortium. The CITY may also apply for HOME funds from the State of California, if permitted  
22 by the State.

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

26 2. TERM.

27 The term of this Agreement shall be for three (3) years commencing on July 1,  
28 2024, and expiring on June 30, 2027, unless an earlier date of termination is fixed by U.S.

1 Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT. This  
2 Agreement shall automatically renew for participation in successive three-year qualification  
3 periods, unless COUNTY and CITY provide written notice it elects not to participate in a new  
4 qualification period. In the event of termination, a notice shall be sent to the HUD Field Office.  
5 Notwithstanding the above, the Parties agree that each Party shall adopt amendments to the  
6 Agreement incorporating changes necessary to meet the requirement for cooperation agreements  
7 set forth in an Urban County Qualification Notice that is applicable for any subsequent three-year  
8 urban qualification period and shall submit such amendment to HUD as provide in the Urban  
9 County Qualification Notice. The Parties agree that failure to comply shall void the automatic  
10 renewal for such qualification periods.

11 During the term and any successive qualification periods should this Agreement  
12 automatically renew, the terms of this Agreement shall remain in effect until the CDBG funds and  
13 program income received with respect to activities carried out during the three-year qualification  
14 period are expended and the funded activities completed. Furthermore, neither the COUNTY nor  
15 the CITY may terminate or withdraw from this Agreement while it remains in effect.

16 3. PREPARATION OF FEDERALLY REQUIRED FUNDING  
17 APPLICATIONS.

18 The County of Riverside Housing and Workforce Solutions, subject to approval of  
19 COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to the U.S.  
20 Department of Housing and Urban Development (HUD), in a timely manner, all reports and  
21 statements required by the ACT and the Federal regulations promulgated by HUD to secure  
22 entitlement grant funding under the CDBG, HOME, and ESG programs. This duty shall include  
23 the preparation and processing of COUNTY Housing, Community, and Economic Development  
24 Needs Identification Report, Citizen Participation Plan, the County Five-Year Consolidated Plan,  
25 One-Year Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and  
26 other related programs which satisfy the application requirements of ACT and its regulations.

27 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND  
28 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

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

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

7 (c) The COUNTY and CITY are hereby obligated to take all actions  
8 necessary to assure compliance with Section 504 of the Rehabilitation Act of 1973 and the Age  
9 Discrimination Act of 1975.

10 (d) COUNTY and CITY will comply with the applicable provisions of  
11 the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964  
12 and Title VIII of the Civil Rights Act of 1968; the Fair Housing Act; Title 24 Code of Federal  
13 Regulations part 570; Cranston-Gonzales National Affordable housing Act (Public Law 101-625);  
14 Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the  
15 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42  
16 U.S.C. §4630, et. seq.); Section 109 of Title I of the ACT and implementing regulations at 24 CFR  
17 part 6; the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities  
18 Act; the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975; the  
19 implementing regulations at 24 CFR part 136, and Section 3 of the Civil Rights Act of 1963, as  
20 amended; and other Federal or state statute or regulation applicable to the use of CDBG, HOME  
21 Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990),  
22 and Emergency Solutions Grant funds.

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

26 (f) CITY and COUNTY shall meet the citizen participation requirements of 24  
27 CFR 570.301 and provide Urban County Program citizens with all of the following:  
28

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

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

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

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

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

18                  (g).       CITY shall develop a community development plan, for the period of this  
19 Agreement, which identifies community development and housing needs and specifies both short  
20 and long-term community development objectives.

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

22                    i.       No Federal appropriated funds have been paid or will be paid, by or  
23 on behalf of the CITY, to any person influencing or attempting to influence an officer or employee  
24 of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a  
25 Member of Congress, in connection with the awarding of any Federal contract, the making of any  
26 Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and  
27 the extension, continuation, renewal, amendment or modification of any Federal contract, grant,  
28 loan or cooperative agreement.

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

7                   iii.       The CITY shall require that the language provided in Sections  
8 4(e)(i) and 4(e)(ii) of this Agreement be included in the award documents for all sub-awards at all  
9 tiers (including subcontracts, sub- grants and contracts under grants, loans, and cooperative  
10 agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is  
11 a material representation of fact upon which reliance was placed when this transaction was made  
12 or entered into.

13                   (iv).     In accordance with Section 519 of Public Law 101-144, (the 1990  
14 HUD Appropriations Act), the CITY certifies that it has adopted and is enforcing a policy  
15 prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against  
16 any individuals engaged in non-violent civil rights demonstrations, and that it has adopted and is  
17 enforcing applicable State and local laws against physically barring entrance to, or exit from, a  
18 facility or location which is the subject of such non-violent civil rights demonstrations within its  
19 jurisdiction.

20                   5.       COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.

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

27                   6.       OTHER AGREEMENTS

28                   Pursuant to Federal regulations at 24 CFR 570.501(b), CITY is subject to the same

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

16 7. DETERMINATION OF PROJECTS TO BE FUNDED AND  
17 DISTRIBUTION OF ENTITLEMENT FUNDS.

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

26 In the event that CITY fails to submit to COUNTY the identified activities that the  
27 CITY desires to implement with its entitlement funds by the date specified prior to each program  
28 year, the COUNTY may determine the activities to be funded, without consent of the CITY,

1 consistent with both Federal and COUNTY policy governing use of Community Development  
2 Block Grant (CDBG) funds.

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

6 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

11 9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY  
12 CONSTRUCTED WITH CDBG FUNDS.

13 When CDBG funds are used, in whole or in part, by CITY to acquire real property  
14 or to construct a public facility, CITY shall comply with the National Environmental Policy Act  
15 of 1969 (42 U.S.C. § 4321, et seq.), the California Environmental Quality Act (Cal. Pub. Resources  
16 Code § 21000, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies  
17 Act of 1970 (42 U.S.C. § 4630, et seq.), and California Government Code Sections 7260 et seq.,  
18 as those laws may be amended from time-to-time and any Federal or state regulations issued to  
19 implement the aforementioned laws.

20 In addition, the following is to occur:

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

22 (b) The real property title will be held by or the constructed facility will be  
23 maintained by the CITY for the approved use until five years after the date that the project is  
24 reported as "Completed" within the annual Consolidated Annual Performance and Evaluation  
25 Report

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



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

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

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

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

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

17 (ii) If CITY sells the property or facility, or is required to sell the property  
18 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of  
19 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the  
20 monies paid to initially acquire the property or construct the facility. This percentage amount will  
21 be calculated after deducting all actual and reasonable cost of sale from the sale proceeds.

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

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

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

4 11. TERMINATION.

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

7 12. NOTICES.

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

11  
12 COUNTY OF RIVERSIDE

CITY OF BEAUMONT

13 Heidi Marshall, Director

Elizabeth Gibbs, City Manager

14 County of Riverside HWS

City of Beaumont

15 P.O. Box 1528

550 E. 6th Street

16 Riverside, CA 92502

Beaumont, CA 92223

17  
18 13. AGREEMENT ADMINISTRATION.

19 The City Manager in the case of the City of Beaumont, and the Director of Housing and Workforce  
20 Solutions, in the case of the County of Riverside, or their designee, shall administer the terms and  
21 conditions of this Agreement for their respective city or county.

22 14. COOPERATION; FURTHER ACT.

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

26 15. NO THIRD-PARTY BENEFICIARIES.

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

4 16. SECTION HEADINGS.

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

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

10 All agreements between CITY and COUNTY regarding the use of CDBG funds for  
11 fiscal years 1975-76 through fiscal years 2023-2024, and any Supplemental Agreements there  
12 under, shall remain in full force and effect. If the language of this Agreement is in conflict or  
13 inconsistent with the terms of any prior said agreements between CITY and COUNTY, the  
14 language of this Agreement will be controlling.

15 18. INDEMNIFICATION

16 CITY agrees to indemnify, defend, and hold harmless COUNTY and its authorized  
17 officers, employees, agents, and volunteers from any and all claims, actions, losses, damages,  
18 and/or liability arising from CITY acts, errors or omissions and for any costs or expenses incurred  
19 by COUNTY on account of any claim therefore, except where such indemnifications is prohibited  
20 by law. CITY shall promptly notify COUNTY in writing of the occurrence of any such claims,  
21 actions, losses, damages, and/or liability.

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

27 19. COMPLIANCE WITH LAWS AND REGULATIONS.

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

3 20. ENTIRE AGREEMENT.

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

8 21. SEVERABILITY.

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

13 22. ASSIGNMENT.

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

17 23. INTERPRETATION AND GOVERNING LAW.

18 This Agreement and any dispute arising hereunder shall be governed by and  
19 interpreted in accordance with the laws of the State of California. This Agreement shall be  
20 construed as a whole according to its fair language and common meaning to achieve the objectives  
21 and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are  
22 to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all  
23 Parties having been represented by counsel in the negotiation and preparation hereof.

24 24. WAIVER.

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

1           25.    JURISDICTION AND VENUE.

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

7           26.    AMENDMENTS

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

14           27.    PROHIBITION OF CDBG FUND TRANSFER

15           The CITY may not sell, trade, or otherwise transfer all or any portion of the CDBG  
16 funds to another such cooperating city, metropolitan city, urban county, or Indian tribe, that  
17 directly receives CDBG funds in exchange for any other funds, credits, or non-Federal  
18 considerations. CITY must use the CDBG funds for activities eligible under Title I of the ACT.

19           28.    EMERGENCY SOLUTIONS GRANT FORMULA ALLOCATION

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

25           29.    HOME INVESTMENT PARTNERSHIP ACT FORMULA  
26 ALLOCATION

27           CITY acknowledges that while participating in the COUNTY's Urban County  
28 program, CITY can only receive a formula HOME allocation from the Urban County program

1 and only at such times as authorized by the Board of Supervisors. The CITY and COUNTY may  
2 also apply for HOME funds from the State of California, if permitted by the State.

3 30. AUTHORITY TO EXECUTE.

4 The persons executing this Agreement or exhibits attached hereto on behalf of the  
5 Parties to this Agreement hereby warrant and represent that they have the authority to execute  
6 this Agreement and warrant and represent that they have the authority to bind the respective  
7 Parties to this Agreement to the performance of its obligations hereunder.

8 31. INCORPORATION OF RECITALS

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

11 32. COUNTERPARTS

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

14  
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17 **[SIGNATURES ON FOLLOWING PAGE]**  
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**IN WITNESS WHEREOF**, the COUNTY and CITY have executed this

Agreement on the date shown below.

Date: \_\_\_\_\_

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

CITY OF, BEAUMONT  
a general law city

BY: \_\_\_\_\_  
Heidi Marshall, Director  
Housing and Workforce Solutions

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:  
Minh C. Tran, County Counsel

ATTEST:

By: \_\_\_\_\_  
Paula S. Salcido, Deputy County Counsel

BY: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

COUNTY COUNSEL CERTIFICATION

The Office of County Counsel of the County of Riverside hereby certifies that the terms and provisions of this Agreement are fully authorized under state and local law 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 publicly assisted housing.

Minh C. Tran  
County Counsel

By: \_\_\_\_\_  
Deputy, Paula S. Salcido