

**JOINT AGREEMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT
FOR FISCAL YEARS 2027, 2028, 2029**

This Joint Agreement for the Community Development Block 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 MURRIETA, 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;

WHEREAS, CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years;

WHEREAS, the CITY has attained Metropolitan City status under the “ACT” and has elected to accept its “Entitlement” status and participate in the COUNTY’s Urban County program as a joint recipient;

WHEREAS, the execution of this Agreement is necessary to include CITY as a Metropolitan City under COUNTY’s Urban County CDBG program;

WHEREAS, the City Manager or Mayor of CITY is authorized to execute this Agreement on the CITY’s behalf; and

WHEREAS, the COUNTY Board of Supervisors on July 28, 2026 via Minute Order 3.28 authorized the COUNTY Director of Housing and Workforce Solutions, or designee, to execute this Agreement on behalf of the COUNTY.

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

3 1. GENERAL.

4 (a). This Agreement gives COUNTY authority to undertake, or
5 assist in undertaking, activities for Fiscal Years 2027, 2028, and 2029, that will be funded from
6 the CDBG Entitlement program and from any program income generated from the expenditure of
7 such funds for the benefit of the CITY. COUNTY and CITY agree to cooperate, to undertake, or
8 to assist in undertaking, *essential community development and housing assistance activities*. (b).

9 COUNTY is qualified as an "Urban County" under the ACT. CITY, by executing this
10 Agreement, hereby gives notice of its election to participate in an Urban County Community
11 Development Block Grant program, hereinafter referred to as "CDBG program" or "Urban County
12 Program."

13 (c). By executing this Agreement, CITY understands that it may not apply for
14 grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during
15 the period in which it participates in the Urban County's CDBG program.

16 (d). By executing this Agreement, CITY understands, acknowledges, and agrees
17 that it will receive no formula HOME fund allocation from the COUNTY'S Urban County
18 Program. Pursuant to 24 CFR 92.101, the CITY may elect to form a HOME Investment Partnership
19 Act (HOME) Consortium with the COUNTY in order to be considered for HOME funding through
20 the COUNTY. CITY may apply for HOME funds from the State of California, if permitted by the
21 State.

22 (e). By executing this Agreement, CITY understands, acknowledges, and agrees
23 that it will receive no formula Emergency Solutions Grant (ESG) funds from the COUNTY'S
24 Urban County Program but may apply for ESG funds from the State of California, if permitted by
25 the State.

26 (f). If the CITY qualifies to receive a separate allocation of HOME funds, it has
27 three options: (1) it may form a HOME consortium with the Urban County, in which case it will
28 be included as part of the Urban County when the HOME funds for the county are calculated; (2)

1 it may elect to continue to receive its separate HOME grant but have the Urban County administer
2 it; or (3) the Metropolitan City may administer its HOME program on its own. Similarly, the
3 agreement must state how the Metropolitan City will treat ESG funding.

4 2. TERM.

5 The term of this Agreement shall be for three (3) years commencing on October 1,
6 2026, and expiring on September 30, 2029, unless an earlier date of termination is fixed by U.S.
7 Department of Housing and Urban Development, hereinafter called HUD, pursuant to ACT. This
8 Agreement shall remain in effect until funds granted and program income received during the
9 three-year program period are expended and the funded activities completed. Neither the
10 COUNTY nor the CITY may terminate, withdraw, or be removed from the program during the
11 three-year program period.

12 Notwithstanding the above, the Parties agree that each Party shall adopt amendments to the
13 Agreement incorporating changes necessary to meet the requirement for cooperation agreements
14 set forth in an Urban County Qualification Notice that is applicable for any subsequent three-year
15 urban qualification period and shall submit such amendment(s) for review and approval to HUD
16 prior to adoption, as required in the Urban County Qualification Notice, CPD-26-08, as amended.
17 The Parties agree that failure to comply shall void the renewal for such qualification periods.

18 The Parties agree to adopt amendment(s) to this Agreement as may be required by
19 HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by
20 either Party to adopt any such amendment, and to submit such amendment to HUD, will void the
21 agreement for such qualification period.

22 3. PREPARATION OF FEDERALLY REQUIRED FUNDING
23 APPLICATIONS.

24 The County of Riverside Housing and Workforce Solutions, subject to approval of
25 COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to the U.S.
26 Department of Housing and Urban Development (HUD), in a timely manner, all reports and
27 statements required by the ACT and the Federal regulations promulgated by HUD to secure
28 entitlement grant funding under the CDBG, HOME, and ESG programs. This duty shall include

1 the preparation and processing of COUNTY Housing, Community, and Economic Development
2 Needs Identification Report, Citizen Participation Plan, the County Five-Year Consolidated Plan,
3 One-Year Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and
4 other related programs which satisfy the application requirements of ACT and its regulations.

5 4. COMPLIANCE WITH FEDERAL STATUTES, REGULATIONS AND
6 OTHER APPLICABLE STATUTES, REGULATIONS AND ORDINANCES.

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

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

13 (c) COUNTY and CITY will comply with the applicable provisions of
14 the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964
15 and the implementing regulations at 24 CFR Part 1; The Fair Housing Act, Title VIII of the Civil
16 Rights Act of 1968, the implementing regulations at 24 CFR Part 100, and the duty to affirmatively
17 further fair housing (AFFH); Title 24 Code of Federal Regulations part 570; Cranston-Gonzales
18 National Affordable housing Act (Public Law 101-625); Executive Order 11063, as amended by
19 Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real
20 Property Acquisition Policies Act of 1970 (42 U.S.C. §4630, et. seq.); Section 109 of Title I of the
21 ACT and implementing regulations at 24 CFR part 6, including Section 504 of the Rehabilitation
22 Act of 1973 and the implementing regulations at 24 CFR Part 8, Title II of the Americans with
23 Disabilities Act and the implementing regulations at 28 CFR part 35, the Age Discrimination Act
24 of 1975 and the implementing regulations at 24 CFR part 146, Section 3 of the Civil Rights Act of
25 1963, as amended, Section 3 of the Housing and Urban Development Act of 1968, the Uniform
26 Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the implementing
27 regulations at 49 CFR Part 24, and Section 104(d) of the Act and implementing regulations at 24
28 CFR Part 42; and other Federal or state statute or regulation applicable to the use of CDBG, HOME

Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990), and Emergency Solutions Grant funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

27 5. COMPLIANCE WITH POLICY AND PROGRAM OBJECTIVES.
28

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

7 6. OTHER AGREEMENTS.

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

24 7. DETERMINATION OF PROJECTS TO BE FUNDED AND
25 DISTRIBUTION OF ENTITLEMENT FUNDS.

26 CITY agrees to submit to COUNTY in writing, no later than the date specified by
27 COUNTY prior to each program year, the activities that the CITY desires to implement with its
28 entitlement funds, said designation to comply with statutory and regulatory provisions governing

1 citizen's participation. Said designation is to be reviewed by the COUNTY's Housing and
2 Workforce Solutions to determine that the projects are eligible under Federal regulations for
3 funding and inclusion in the One Year Action Plan of the County's Five-Year Consolidated Plan
4 and consistent with both Federal and COUNTY policy governing use of Community Development
5 Block Grant (CDBG) funds.

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

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

14 8. COMMUNITY DEVELOPMENT BLOCK GRANT MANUAL.

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

19 9. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY
20 CONSTRUCTED WITH CDBG FUNDS.

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

28 In addition, the following is to occur:

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

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

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

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

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

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

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

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

25 (ii) If CITY sells the property or facility, or is required to sell the property
26 or facility, CITY is to reimburse the COUNTY an amount that represents the percentage of
27 proceeds realized by the sale that is identical to the percentage that CDBG funds comprised of the
28 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 retain program income so generated and said income may only be used for eligible activities, as determined by the COUNTY, in accordance with all CDBG requirements, including all requirements for citizen participation.

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

Justin Clifton, City Manager

City of Murrieta

1 Town Square

Murrieta, CA 92562

13. AGREEMENT ADMINISTRATION.

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

4 14. COOPERATION; FURTHER ACT.

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

8 15. NO THIRD-PARTY BENEFICIARIES.

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

12 16. SECTION HEADINGS.

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

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

18 All agreements between CITY and COUNTY regarding the use of CDBG funds for
19 fiscal years 1975-76 through fiscal years 2027-29, and any Supplemental Agreements thereunder,
20 shall remain in full force and effect. If the language of this Agreement is in conflict or inconsistent
21 with the terms of any prior said agreements between CITY and COUNTY, the language of this
22 Agreement will be controlling.

23 18. INDEMNIFICATION

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

actions, losses, damages, and/or liability.

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

19. COMPLIANCE WITH LAWS AND REGULATIONS.

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

20. ENTIRE AGREEMENT.

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

21. SEVERABILITY.

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

22. ASSIGNMENT.

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

23. INTERPRETATION AND GOVERNING LAW.

This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are

1 to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all
2 Parties having been represented by counsel in the negotiation and preparation hereof.

3 24. WAIVER.

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

8 25. JURISDICTION AND VENUE.

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

14 26. AMENDMENTS

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

21 27. SPECIAL PROVISIONS FOR METROPOLITAIN CITY/URBAN
22 COUNTY JOINT RECIPIENT.

23 (a) The CITY is part of the Urban County Program for purposes of planning
24 and implementation for the entire period of the Urban County Qualification for program years
25 2027-28, 2028-29, 2029-30 under the CDBG program.

26 (b) HUD will consider the CITY as a unit of general local government that is
27 part of the COUNTY's Urban County program.

28 (c) HUD shall determine the annual amount of CDBG allocation to which the

CITY is entitled, and the COUNTY will be the grant recipient.

(d) The CITY's allocation will be that portion of the total annual allocation as specified by written notice from HUD, less thirteen (13%) to be retained by the COUNTY for administration of the Urban County CDBG program.

(e) In the event that the COUNTY receives supplemental CDBG funding from HUD, pursuant to a national emergency, disaster, or economic recovery, the CITY will receive its allocation of said supplemental CDBG funding if HUD has determined the CITY's portion of the COUNTY's allocation. The CITY's supplemental CDBG allocation will be subject to the retention of administrative funding found in Paragraph (d) of this Section and subject to applicable provisions of Sections 3, 4, 5, 6, and 7 of this Agreement.

(f) All other terms and conditions applicable to an Urban County participating city shall apply to the CITY.

28. PROHIBITION OF CDBG FUND TRANSFER

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

29. AUTHORITY TO EXECUTE.

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

30. INCORPORATION OF RECITALS.

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

31. COUNTERPARTS

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

3
4 **[SIGNATURE ON FOLLOWING PAGE]**
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1 **IN WITNESS WHEREOF**, the COUNTY and CITY have executed this Agreement on
2 the date shown below.

3
4 Date: _____

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

CITY OF MURRIETA,
a California general law city

8
9 BY: _____
10 Heidi Marshall, Director
11 Housing and Workforce Solutions

BY: _____
Mayor/City Manager

12
13 APPROVED AS TO FORM:
14 Minh C. Tran
15 County Counsel

ATTEST:

16
17 By: _____
18 Braden Holly
19 Deputy County Counsel

BY: _____
City Clerk

20 APPROVED AS TO FORM:

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22 BY: _____
23 City Attorney

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Minh C. Tran, County Counsel

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