JOINT POWERS AGREEMENT

COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING FOR FEDERAL GRANT YEARS 2027, 2028, and 2029

THIS JOINT POWERS AGREEMENT (the "Agreement") is executed this 11th day of August, 2026, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and each city listed under "Participating Cites" in Exhibit A "Record of Participating and Non-Participating Cities," attached hereto and by this reference incorporated herein (collectively hereinafter referred to as "CITY" or "CITIES"). References in this Agreement to party or parties shall be understood to refer to COUNTY and CITIES unless otherwise specified. It is further understood that any references to "units of local government" shall refer to the CITIES. Collectively, the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) entitlement programs funded by the U.S. Department of Housing and Urban Development (HUD) shall be known as the URBAN COUNTY PROGRAM.

W I T N E S S E T H

WHEREAS, the COUNTY and the CITIES desire to engage in housing and community development activities as authorized under the Housing and Community Development Act of 1974, as amended, and hereafter referred to as the ACT;

WHEREAS, the ACT requires that certain cooperative agreements be entered into between the COUNTY and the CITIES for a period of three years in order to implement the provisions and terms of said ACT;

WHEREAS, the person designated by title in Exhibit A is authorized to execute this Agreement on the city's behalf; and

WHEREAS, the Chairman of the Board is authorized to execute this Agreement on the County's behalf; and

WHEREAS, the COUNTY and the CITIES are public agencies under the provisions of Section 6500 of the Government Code of the State of California (GC), and each is authorized by law to enter into Joint Powers Agreements; and

WHEREAS, HUD uses the term “Cooperation Agreement” for cooperative agreements between Urban Counties, such as the COUNTY, and non-entitlement cities, which include all incorporated cities within the County of Fresno except for the City of Fresno and the City of Clovis; and

WHEREAS, any reference within the Agreement to Joint Powers Agreement as defined by the State of California shall be equivalent to the term “Cooperation Agreement” as defined by HUD in its CPD Notice 26-08, titled “Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program;” and

WHEREAS, the COUNTY and the CITIES are individually authorized by law to engage in housing and community development activities funded by CDBG, HOME, and ESG;

WHEREAS, the COUNTY and the CITIES are each individually obligated by GC Section 65583(c) to undertake the actions identified in their respective Housing Elements of their General Plan; and

WHEREAS, the State of California has tied the CDBG Urban County structure as it existed in 2017 to urban county designation for its Permanent Local Housing Allocation (PLHA) program; and whereby the PLHA allocations for the cities of Fowler, Kerman, Kingsburg, Mendota, Reedley, Sanger, and Selma are automatically administered by the COUNTY, but all other cities must administer their own by default; and

WHEREAS, the CITIES are electing to participate in this Joint Powers Agreement; and

WHEREAS, the COUNTY and the CITIES find and determine that it is in the best interest of the residents of the unincorporated area of the COUNTY and of the CITIES that housing and community development activities be performed jointly in accordance with the provisions of this Agreement in that HUD recommends the expenditure of funds for such purpose on a regional basis; and

WHEREAS, the COUNTY requalified for entitlement status as an urban county to administer and implement the CDBG, HOME, and ESG programs for housing and community development activities and homeless services on behalf of the CITIES in accordance with the provisions of the ACT, the laws of the State of California, and the terms and conditions hereinafter provided.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. TERM

The term of this Agreement shall commence on July 1, 2027, and shall terminate only after all funding from Federal Fiscal Years 2027, 2028, and 2029 have been fully expended and audited, which is anticipated to be on or after June 30, 2043. This Agreement covers the following Federal Fiscal Years and the following Program Years:

Federal Fiscal Years	Program Years
October 1, 2026 to September 30, 2027	July 1, 2027 to June 30, 2028
October 1, 2027 to September 30, 2028	July 1, 2028 to June 30, 2029
October 1, 2028 to September 30, 2029	July 1, 2029 to June 30, 2030

Notwithstanding the foregoing, this Agreement shall remain in effect until the CDBG, HOME, and ESG funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed, funding is drawn down from the Federal government, the projects are closed out in IDIS or a successor system, grant closeouts have occurred, and any audits have been initiated and resolved.

II. NO ABILITY TO WITHDRAW OR TERMINATE

No parties to this Agreement may withdraw from, be released from, or terminate this Agreement for Federal grant years 2027, 2028, and 2029 during the three-year program period or while the Agreement remains in effect.

Although this Agreement remains in effect for a lengthy duration, it is specific to the three Federal grant years identified above and shall not impact the CITIES' ability to make a free decision whether or not to participate in the Urban County program for Federal grant year 2030.

All parties to this Agreement shall be participants in the preparation of the COUNTY's next five-year Consolidated Plan, all Annual Action Plans, and all Consolidated Annual Performance and Evaluation Reports.

III. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

A. The parties to this Agreement, pursuant to the requirements of the ACT, agree to take all actions necessary to ensure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, and that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, the Fair Housing Act and the implementing regulations at 24 CFR part 100, and will comply with the obligation to affirmatively further fair housing. The parties to this Agreement will also comply with Section 109 of Title I of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975 and the implementing regulation at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, National Environmental Policy Act of 1969, Executive Order 11988, 24 CFR 570 pertaining to the CDBG program regulations, and to comply with other applicable laws and regulations. The parties agree that CDBG, HOME, and ESG funding shall in no event be used for activities in, or in support of, any CITY that impedes the COUNTY’s actions to comply (or ensure compliance) with the COUNTY’s fair housing certification and duty to affirmatively further fair housing.

B. The parties to this Agreement acknowledge that the COUNTY and CITIES may not sell, trade, or otherwise transfer all or any portion of their CDBG funds to another metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds, in exchange for any other funds, credits or non-Federal considerations, but must use these funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

C. The parties to this Agreement, pursuant to the requirements of the ACT, agree to cooperate to undertake, or assist in undertaking essential community development and housing assistance activities, community renewal, and lower-income housing assistance activities.

D. The parties to this Agreement may not take any action to obstruct the implementation of the approved Consolidated Plan or any Action Plan.

E. The parties to this Agreement understand the COUNTY is prohibited from funding activities in, or in support of, any CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with its fair housing certification.

F. 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. If an amendment is required by HUD and the parties to this Agreement fail to execute a timely Amendment, HUD may require the Urban County to submit a new Agreement.

IV. RESPONSIBILITIES OF THE COUNTY

A. The COUNTY is responsible for program administration and implementation; determining needs; setting goals; preparing and submitting a five-year Consolidated Plan, Annual Action Plan, annual Consolidated Annual Performance and Evaluation Reports, and all required assurances or certifications to HUD; and has the final authority for approving CDBG, HOME, and ESG program activities and priorities.

B. The COUNTY is responsible for overseeing and administering the implementation of the URBAN COUNTY PROGRAM in the unincorporated areas of the County.

C. The COUNTY shall be responsible for monitoring and reporting to HUD the use of any program income generated from activities funded by this Agreement.

D. The COUNTY is responsible for notifying non-participating CITIES annually of their ability to join the URBAN COUNTY PROGRAM.

E. The COUNTY shall make available to each CITY any special funding allocations that may be based on the CITIES' participation with the COUNTY in the CDBG program. These programs may include, but shall not be limited to, special allocations of CDBG or HOME funds that exceed the annual entitlements provided through this Agreement during the term of this Agreement.

F. The COUNTY shall notify each CITY when it makes a reservation of COUNTY-administered CDBG, HOME, or ESG within the CITY's jurisdiction, to facilitate coordination of inspections, reports, and any assurances to state and federal funders of affordable housing.

V. RESPONSIBILITIES OF THE CITIES

A. Pursuant to the ACT, by signing this Agreement, each CITY affirms that it has adopted and is enforcing:

1. 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.

2. 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.

B. It is understood and agreed that pursuant to the ACT, each participating CITY:

1. May not apply for grants from appropriations under the State CDBG program for fiscal years during the period in which it participates in the URBAN COUNTY PROGRAM;

2. May receive a formula allocation under the HOME program only through the URBAN COUNTY PROGRAM. Thus, even if the URBAN COUNTY PROGRAM does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the COUNTY or a unit of government participating with the URBAN COUNTY PROGRAM from applying to the State for HOME funds if the State allows); and

3. May receive a formula allocation under the ESG program only through the URBAN COUNTY PROGRAM. This does not preclude the COUNTY or a unit of general local government participating with the URBAN COUNTY PROGRAM from applying to the State for ESG funds if the State allows.

C. Each CITY must follow all applicable requirements within the URBAN COUNTY PROGRAM's Citizen Participation Plan. Citizen participation and the Local Public Meeting Process requirements must be met prior to the CITY submitting to the COUNTY any application for CDBG funding for a new project.

D. Each CITY must maintain records that demonstrate compliance with fair housing, accessibility, and civil rights objectives. These records shall be provided to the COUNTY upon request.

E. The CITIES do not have the power to veto or otherwise restrict, obstruct implementation, or withhold support to the community development and housing assistance activities referred to in the Consolidated Plan and Annual Action Plan, for any program year covered by this Agreement and/or such additional time as may be required for the expenditure of funds granted to the COUNTY for such period.

F. Shall provide to developers proposing an affordable housing development project seeking State tax credits a completed California Tax Credit Allocation Committee (CTCAC) Local Reviewing Agency Evaluation Form after first discussing with the COUNTY any responses (or lack thereof) to questions concerning the use of CDBG, HOME, or ESG; and, after completion of the form, provide a courtesy copy to the County. This coordination of response is needed to ensure the accuracy of information provided by the CITY to CTCAC.

G. Shall collaborate with the COUNTY on matters of the Housing Element, substandard housing code enforcement, and ensuring housing for low-income households remains decent, safe, and sanitary. Collaboration includes promotion of rehabilitation program, inspections of affordable housing, referral of suspected low-income households living in substandard housing to the County's rehabilitation program, if any such program is in operation.

H. Shall collaborate and share information with the COUNTY on land use applications, entitlement applications, and building inspections for projects which are utilizing COUNTY-administered CDBG, HOME, or ESG funding. This includes ensuring enforcement of applicable regulations governing the use of specific funding sources prior to issuing a building permit.

I. Shall consider in subsequent years whether to add a portion of CITY-allocated CDBG funds to support owner-occupied housing rehabilitation activities carried out by the COUNTY.

J. Nothing herein shall be construed as limiting, in any manner, the powers of any of the respective parties to initiate and complete a local activity within their respective jurisdiction with their own funds.

VI. ALLOCATION OF HOME FUNDING

A. The COUNTY agrees to make HOME funds available for eligible activities (including housing development and multifamily housing preservation) within the jurisdiction of the unincorporated area of the COUNTY and the CITIES through its Department of Public Works and Planning Community Development Division.

B. HOME funds will be provided pursuant to the terms of the COUNTY's annual Notice of Funding Opportunity, consistent with the 2025-29 Consolidated Plan, and the County's Citizen Participation Plan.

C. The authority to approve HOME funds for eligible housing developers, entities, and agencies for eligible activities shall rest with the COUNTY's Board of Supervisors.

D. CITIES participating in the URBAN COUNTY PROGRAM do not receive individual allocations of HOME funds.

VII. ALLOCATION OF CDBG FUNDING FOR HOUSING ACTIVITIES

A. The COUNTY agrees to make CDBG funds available for eligible housing activities (including low-income owner-occupied housing rehabilitation within the jurisdiction of the unincorporated area of the COUNTY and the CITIES through its Department of Public

Works and Planning Community Development Division.

B. CITIES will be invited to designate a portion of their CDBG funding for owner-occupied housing rehabilitation efforts administered by the County.

C. The COUNTY may, but bears no obligation to, utilize COUNTY-administered CDBG funds for the benefit of low-income owners residing in CITIES.

VIII. COORDINATION OF INSPECTIONS AND REPORTS FOR STATE HOUSING FUNDS

A. The parties acknowledge that coordination on State funding for affordable housing (such as the Permanent Local Housing Allocation) is not material to the federal Urban County requirements or HUD obligations. However, as an independent mutual benefit of this Agreement, the COUNTY agrees to inform CITY when it reserves funding it administers for an affordable housing project within CITY limits; and the CITY agrees to facilitate coordination of inspections, reports, and assurances for affordable housing projects funded by the COUNTY within the CITY's jurisdiction.

IX. ALLOCATION OF ESG FUNDING

B. The COUNTY shall administer an ESG program for homeless services and other eligible activities through its Department of Social Services in partnership with the Fresno-Madera Continuum of Care (FMCOC).

C. In accordance with applicable Federal law supporting services based on recipients' relative needs, the COUNTY may use its ESG funds for the residents of the entire COUNTY. To the extent possible, the COUNTY shall prioritize ESG services for residents of the CITIES and unincorporated areas of the COUNTY, though service points may be centrally located (i.e. within the City of Fresno) and outside the URBAN COUNTY PROGRAM jurisdiction.

D. As the COUNTY and FMCOC align priorities and leverage funding by jointly coordinating homeless services, CITIES participating in the URBAN COUNTY PROGRAM do not receive individual allocations of ESG funds.

X. ALLOCATION OF CDBG FUNDING TO CITIES

A. The allocation of new incoming Federal funds for annual expenditures on CDBG activities shall be made in accordance with Exhibit B "CDBG Funding Distribution." This distribution follows the mathematical methodology used by HUD in its Formula A calculations described in the HUD publication, "CDBG Formula Targeting to Community Development Need" (February 1, 2005) and which is currently accessible for viewing at the weblink: https://www.huduser.gov/portal/publications/commdevl/cdbgAssess.html.

B. It is understood and agreed that any proposed CDBG expenditure is subject to the condition that a different distribution of funds may occur at the COUNTY's discretion when made necessary to comply with the ACT, including but not limited to expenditure requirements.

C. If a CITY's CDBG funds are advanced to one or more other participating CITIES in order to accelerate expenditures, including but not limited to meet requirements for timeliness of expenditures, the CITY advancing funds shall be reimbursed by the recipient of those funds with the recipient's next program year allocation(s).

D. Any CDBG funds remaining available to any CITY and not allocated during the term of this Agreement to an activity upon which substantial progress is being made, will no longer be available to that CITY should that CITY not enter into the next succeeding Joint Powers Agreement. Such CDBG funds shall be distributed to the COUNTY and the then-participating CITIES of that Joint Powers Agreement, based upon the formula established by the ACT.

XI. CITIES AS SUBRECIPIENTS OF CDBG FUNDS

A. Each CITY, pursuant to 24 CFR 570.501(b), is considered a subrecipient of CDBG funds, and is subject to the requirements for subrecipients. Before disbursing CDBG funds to a subrecipient, the COUNTY shall prepare a written Agreement in accordance with Federal regulations (as described in 24 CFR 570.503), and execute such Agreement with the subrecipient. The Agreement shall remain in effect during any period that the subrecipient has use of CDBG funds, including program income.

XII. CDBG PROGRAM ACTIVITIES

A. Each CITY agrees to develop and complete eligible program activities in a timely manner so that the URBAN COUNTY PROGRAM will comply with Federal expenditure requirements. Time is of the essence in completing these activities.

B. Each CITY agrees to submit application(s) for eligible CDBG activities no later than July 31st prior to the start of each program year. Should a CITY not submit an application for an eligible activity by the July 31st date, and/or make substantial progress toward completion of an eligible activity during the program year in which the funds are allocated, upon mutual agreement by the staff of all the parties, the COUNTY shall redistribute funds to other participating CITIES with an eligible activity ready to commence.

C. Each CITY in formulating its annual application to expend CITY-allocated CDBG funds shall conduct at least one annual public meeting to provide its residents an opportunity to participate in the recommendation of activities for the CDBG program. Such meetings shall be conducted whenever a participating CITY intends to seek approval for an activity to be funded with CDBG funds. If a CITY intends to continue with a multi-year activity that was approved as a multi-year activity during a prior year, then this public meeting requirement may be waived. Each of the participating CITIES shall provide reasonable notice to its residents of said meetings and shall make efforts to disseminate information to the public concerning a particular activity.

D. If a CITY, due to unforeseen and uncontrollable circumstances, cannot comply with the time schedule within an executed project agreement, the schedule for the activity may be extended by the COUNTY. If an extension is granted, the CITY shall take all appropriate measures to ensure the adjusted timeline is met.

E. Determination regarding substantial progress towards goals and spending shall be made by the COUNTY in its sole discretion.

XIII. CITY REIMBURSEMENT OF CDBG FUNDS DUE TO AUDIT FINDING OR CANCELLATION

A. If a CITY does not comply with subrecipient requirements and is required to repay funds received as a result of a Federal audit finding, the CITY shall repay CDBG funds used for the project back to HUD. The source of the repaid funds shall be in accordance with HUD guidelines.

B. If a CITY, for any reason, cancels a program activity without completion, fails to perform to the terms of their subrecipient agreement, or the project fails to meet a national CDBG objective, the CITY shall reimburse to the COUNTY the amount of all CDBG funds provided to the CITY for the activity. The reimbursed amount of funds shall be credited back to the CITY's allocation of CDBG funds.

XIV. CDBG PROGRAM INCOME

A. CDBG Program Income shall not be factored into the CDBG Allocation formula; however, consistent with the ACT, the COUNTY may retain 20% of all CITY-generated program income received for COUNTY's administrative purposes.

B. The reporting obligation of the CITIES pursuant to the ACT shall include the following (as may be amended by HUD from time to time):

1. A participating CITY must inform the COUNTY when any program income is generated by the expenditure of CDBG funds.

2. In the event of close-out of the CDBG program or a change in status of a participating CITY, each participating CITY must inform the COUNTY of any CDBG generated program income received, regardless of whether the income was received before or after the close-out or change in status.

3. Any program income generated by a CITY CDBG-funded activity must be paid to the COUNTY. The COUNTY shall credit the amount to that CITY'S CDBG allocation in August of the fiscal year following when program income was accrued for use on subsequent CITY CDBG-eligible activities in accordance with Federal requirements; provided that the CITY is participating in the URBAN COUNTY PROGRAM at the time the program income is generated.

4. If the CITY is not participating in the URBAN COUNTY PROGRAM at the time the program income is generated, the COUNTY is not obligated to credit the amount to that CITY'S CDBG allocation for use on subsequent CITY CDBG-eligible

activities should that CITY return to the URBAN COUNTY PROGRAM.

5. CDBG program income will be made available to a CITY either upon receipt by the COUNTY, or not later than the subsequent program year.

XV. REAL PROPERTY ACQUIRED OR IMPROVED WITH CDBG FUNDS

A. The following requirements shall continue in effect for five years after the Project is completed in HUD's Integrated Disbursement and Information System (IDIS):

1. Each participating CITY must obtain prior written approval from the COUNTY before making any modification or change in the use of any real property improved, in whole or in part, using CDBG funds in excess of $25,000.

2. The CITY shall provide affected citizens with notice of, and opportunity to comment on, any proposed change to the use of real property improved with CDBG funds.

3. If any real property improved with CDBG funds is sold and/or is utilized by the CITY for a use which does not qualify under the CDBG requirements, the CITY shall reimburse the COUNTY in an amount equal to the current fair market value for the property, less any proportional share thereof attributable to expenditures of non-CDBG funds.

B. It is therefore understood and agreed that pursuant to the ACT:

1. In the event the CDBG program is closed-out, or there is a change in status of the cooperation agreement between the COUNTY and participating CITY, the requirements of this Section shall remain in effect for activities funded with CDBG funds, unless action is taken by the Federal government to relieve the COUNTY and the participating CITIES of these obligations.

2. If a CITY is required to repay the COUNTY for reasons described in this Section of the Agreement, the COUNTY shall make the repaid funds available to that CITY for eligible CDBG activities in accordance with Federal requirements; provided that the CITY is participating in the URBAN COUNTY PROGRAM at the time of the reimbursement.

XVI. RESIDENTIAL REAL PROPERTY ACQUIRED OR IMPROVED WITH CDBG OR HOME FUNDS

The following requirements shall continue in effect for the duration of the applicable CDBG or HOME Period of Affordability for properties that were acquired or improved with CDBG or HOME funds:

1. The COUNTY may provide—and shall upon request—each CITY with a list of improved properties in the HOME or CDBG Period of Affordability.

2. Each CITY shall provide the COUNTY, upon the COUNTY's request, with an annual report of code enforcement reports, if any such reports exist, on assisted or improved properties within the CITY's jurisdiction.

3. The COUNTY and each CITY may mutually identify an alternative method of sharing information in lieu of the methods described above.

XVII. HOLD HARMLESS

Each party to this Agreement shall indemnify, defend and hold harmless the other parties, their officers, agents, employees and representatives, from any and all loss, liability, costs, expenses and damage to persons or property, and from any and all claims, demands and actions in law or equity (including attorney's fees and legal expenses) arising or alleged to have arisen directly from the wrongful act caused by its respective activities pursuant to this Agreement.

XVIII. ASSIGNMENT OF AGREEMENT

This Agreement shall be binding upon the parties hereto and their successors and assigns.

XIX. SIGNED IN COUNTERPARTS

It is understood that there may be a number of duplicate originals of this Agreement, and the signature of any representative member on any one Agreement shall be deemed applicable to all such duplicated originals. Additionally, this Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The parties agree that the County may assemble together in the original agreement to be provided to the COUNTY's Board of Supervisors for signature, one original signature page from each city, to form a total original to be signed by the COUNTY's Board of Supervisors.

XX. ELECTRONIC SIGNATURES

The parties agree that this Agreement may be executed by electronic signature as provided in this section.

A. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

B. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

C. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

D. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

E. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and any party may sign this Agreement with an original handwritten signature.

XXI. AUTHORIZED SIGNATURES

A. Each CITY represents and warrants to the COUNTY that:

1. The CITY is duly authorized and empowered to sign and perform its obligations under this Agreement.

2. The individual signing this Agreement on behalf of the CITY is duly authorized to do so and his or her signature on this Agreement legally binds the CITY to

the terms of this Agreement.

XXII. ENTIRE AGREEMENT

This Agreement, Exhibit A, and Exhibit B constitute the entire agreement between the CITIES and the COUNTY with respect to the subject matter hereof, and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

COUNTY OF FRESNO

Garry Bredefeld

Garry Bredefeld, Chairman of the
Board of Supervisors of the
County of Fresno

Date: 8-11-2026

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: ____________________
Deputy

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885

SW:JK:___
G:\7205ComDev\~Agendas-Agreements\2026\0714 JPA for CDBG, HOME, ESG\Draft JPA 27-30 - Redline.docx
6/08/2026

I HEREBY CERTIFY that the terms and provisions of this Agreement are fully authorized under the laws of the State of California, all local laws, and that this Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities in the cities participating in this Agreement.

DOUGLAS T. SLOAN, COUNTY COUNSEL

By: ______________________
Deputy

JOINT POWERS AGREEMENT
COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING FOR JULY 1, 2027, TO JUNE 30, 2043

CITY OF FOWLER

By______________________

ATTEST:

____
City Clerk, City of Fowler

APPROVED AS TO LEGAL FORM:

____
City Attorney

JOINT POWERS AGREEMENT

COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING FOR JULY 1, 2027, TO JUNE 30, 2043

CITY OF KERMAN

By_______________________________

ATTEST:

____

City Clerk, City of Kerman

JOINT POWERS AGREEMENT

COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING FOR JULY 1, 2027, TO JUNE 30, 2043

CITY OF KINGSBURG

By____________________________

Alex Henderson
City Manager

ATTEST:

____

City Clerk, City of Kingsburg

JOINT POWERS AGREEMENT

COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING FOR JULY 1, 2027, TO JUNE 30, 2043

CITY OF MENDOTA

By________________________

Cristian Gonzalez
City Manager

ATTEST:

____

Celeste Cabrera-Garcia
City Clerk, City of Mendota

CITY OF MENDOTA INCORPORATED 1942 CALIFORNIA

JOINT POWERS AGREEMENT

COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING FOR JULY 1, 2027, TO JUNE 30, 2043

CITY OF REEDLEY

By_______________________

ATTEST:

____

City Clerk, City of Reedley

JOINT POWERS AGREEMENT

COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING FOR JULY 1, 2027, TO JUNE 30, 2043

CITY OF SELMA

By______________________________

ATTEST:

____

City Clerk, City of Selma

APPROVED AS TO LEGAL FORM:

____

City Attorney

JOINT POWERS AGREEMENT
COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING FOR JULY 1, 2027, TO JUNE 30, 2043

CITY OF SANGER

By____________________

ATTEST:

____
City Clerk, City of Sanger

APPROVED AS TO LEGAL FORM:

____
City Attorney

Record of Participating and Non-Participating Cities

To meet both U.S. Department of Housing and Urban Development (HUD) and County amendment processing time requirements, the last date to notify the County in writing of a desire to join the URBAN COUNTY PROGRAM for:

- The Program Year beginning July 1, 2028 and ending on June 30, 2029, is April 1, 2027.
- The Program Year beginning July 1, 2029 and ending on June 30, 2030, is April 1, 2028.

The April 1st date is the County's target timeframe to respond in order to include newly-joining cities in the non-competitive CDBG application process and meet internal processing deadlines for amending this agreement. In the event HUD obligates the County to accept requests to join the Urban County through a later date, the County shall defer to the deadline established by HUD and adjust application deadlines for the newly-joining cities accordingly.

Any subsequent amendment to add a city and modify this agreement may occur after June 30th, but must be before the HUD-determined deadline announced for that program year, which varies based on communication from the local HUD Field Office.

As of the date of execution, for the period of time from July 1, 2027 to June 30, 2030, inclusive of the funding responsibilities of Federal Fiscal Years 2027, 2028, and 2029, the following cities, all municipal corporations of the State of California, located within the boundaries of the County of Fresno shall be included as "Participating Cities" in this Agreement and known as "CITY" or "CITIES" and the person by title designated to execute the Agreement:

Fowler – City Manager authorized to sign the Agreement
Kerman – City Manager authorized to sign the Agreement
Kingsburg – City Manager authorized to sign the Agreement
Mendota – City Manager authorized to sign the Agreement
Reedley – City Manager authorized to sign the Agreement
Sanger – City Manager authorized to sign the Agreement
Selma – Mayor authorized to sign the Agreement

As of the date of execution, for the period of time from July 1, 2027 to June 30, 2030, inclusive of the funding responsibilities of Federal Fiscal Years 2027, 2028, and 2029, the following cities, all municipal corporations of the State of California, located within the boundaries of the County of Fresno shall be known in this Agreement as "Non-Participating Cities" for the purposes of excluding their metrics from the County and Participating Cities metrics to calculate the Unincorporated Area metrics in Exhibit B:

Clovis	(HUD-designated metropolitan city receiving separate funds)
Coalinga	
Firebaugh	
Fresno	(HUD-designated metropolitan city receiving separate funds)
Huron	
Orange Cove	
Parlier	
San Joaquin	

CDBG Funding Distribution

1. DEFINITIONS & METHODOLOGY, ORDERED BY FLOW OF CALCULATIONS

a. ***CDBG Grant from HUD for the Upcoming Program Year:*** For each Program Year, the CDBG Grant from the U.S. Department of Housing and Urban Development (HUD) for the upcoming program year shall be the most recently released CDBG allocation amount for "Fresno County" for CDBG. The release of the allocation amount generally occurs in the spring preceding the start of the Program Year, but may occur earlier or later.

b. ***Participating Cities:*** For each of the three (3) Program Years the participating cities shall include those identified as such on Exhibit A of this Agreement, as may be amended annually. Cities wishing to be included in the URBAN COUNTY PROGRAM for a future Program Year must join prior to the dates referenced in Exhibit A, as the participating cities must be known prior to the HUD announcement of funding allocations that occur (usually) in the spring prior to the start of the Program Year.

c. ***Non-Participating Cities:*** Non-Participating Cities shall include those identified as such on Exhibit A of this Agreement. Their data will be included for illustrative purposes but their metrics shall not be included in any percentages used to calculate the Program Year Allocations. The Non-Participating Cities contribution to Formula Percentage shall be 0.00%.

d. ***Unincorporated Areas:*** The Unincorporated Areas of the County of Fresno shall consist of metrics for the County of Fresno, less the metrics for the Participating Cities listed on Exhibit A, less the metrics for the Non-Participating Cities listed on Exhibit A.

e. ***Most Recently Available Dataset:*** Shall mean the official dataset most recently released and available on Census.gov. The date data was retrieved for calculations along with the year of the dataset shall be provided with all calculated tables used to announce Program Year Allocations. It is anticipated Program Year 2024-25 will use the 2022 dataset released in December 2023.

f. ***Population:*** The data used to identify the county/city population shall be based on the most recently available dataset comprised of the U.S. Census' American Community Survey (ACS), 5-Year Estimates Detailed Tables, "Total Population" (referenced quickly as **B01003**) for the Total Estimate values.

g. ***% of Population:*** The formula to obtain the % of Population is as follows:

$$\frac{\textbf{Population of Participating City or Unincorporated Areas}}{\textbf{Sum of All Populations of Participating Cities \& Unincorporated Areas}}$$

h. ***People in Poverty:*** The data used to identify the number of county/city people living in poverty shall be based on the most recently available dataset comprised of the U.S. Census' American Community Survey (ACS), 5-Year Estimates Detailed Tables, "Poverty Status in the Past 12 Months by Age" (referenced quickly as **B17020**) for the Income in the past 12 months below poverty level values.

i. ***% of People in Poverty:*** The formula to obtain the % of People in Poverty is as follows:

$$\frac{\textbf{People in Poverty} \atop \textbf{in Participating City or Unincorporated Areas}}{\textbf{Sum of All People in Poverty} \atop \textbf{in Participating Cities \& Unincorporated Areas}}$$

j. ***Overcrowded Units:*** The data used to identify the number of housing units in the county/city that are overcrowded shall be based on the most recently available dataset comprised of the U.S. Census' American Community Survey (ACS), 5-Year Estimates Detailed Tables, "Tenure by Occupants per Room" (referenced quickly as **B25014**) Total Estimate values less each of the four (4) following metrics:

i. Owner occupied 0.50 or less occupants per room,
ii. Owner occupied 0.51 to 1.00 occupants per room,
iii. Renter occupied 0.50 or less occupants per room,
iv. Renter occupied 0.51 to 1.00 occupants per room.

k. ***% of Overcrowded Units:*** The formula to obtain the % of Overcrowded Units is as follows:

$$\frac{\textbf{Overcrowded Units} \atop \textbf{in Participating City or Unincorporated Areas}}{\textbf{Sum of All Overcrowded Units} \atop \textbf{in Participating Cities \& Unincorporated Areas}}$$

l. ***CDBG Formula %:*** The formula to obtain the percentage utilizes the HUD "Formula A" methodology and places double weight on % of People in Poverty. The methodology to average the percentages is consistent with guidance published by HUD in 2005 and is a deliberate balancing of the three key metrics driving the CDBG allocation. The resulting ratio shall be rounded to four (4) decimal points when expressed as a decimal (whole number with two (2) decimal places if expressed as a percentage). For any given Participating City or the Unincorporated Areas the CDBG Formula % shall be:

$$\frac{\begin{array}{c}\textbf{\% of Population +}\\ \textbf{\% of People in Poverty +}\\ \textbf{\% of People in Poverty +}\\ \textbf{\% of Overcrowded Units}\end{array}}{\textbf{4}}$$

m. ***Set-Aside for Program Administration:*** The set-aside for program administration shall not exceed 20% of the CDBG Grant from HUD for the Upcoming Program Year. This funding is used as a program administration budget by the County's Department of Public Works and Planning's Community Development Division to support the costs of CDBG activities for the URBAN COUNTY PROGRAM as well as HOME-funded activities.

n. ***Public & Social Services Programs:*** These funds, if any, shall be used to support CDBG-eligible public and social services activities consistent with the most recently completed Consolidated Plan or Action Plan. The maximum amount shall not exceed 15% of the CDBG Grant from HUD for the Upcoming Program Year and will be funded solely with the Unincorporated Area's allocation. Public & Social Services Programs will be developed by the Community Development Division, vetted through the County's Citizen Participation Plan, and if involving reimbursement of funds to a non-County entity, approved and authorized by the County's Board of Supervisors. By written mutual agreement, the Department of Public Works and Planning may transfer planning and administration of these funds to a more appropriate County Department.

o. ***CDBG to Allocate to Cities and Unincorporated Areas:*** The formula to obtain the amount of CDBG to allocate to cities and Unincorporated Areas shall be:

CDBG Grant from HUD for the Upcoming Program Year –
Set-Aside for Program Administration

p. ***Program Year Allocations:*** The Program Year Allocations for each City and the Unincorporated Areas shall be determined by:

CDBG to Allocate to Cities and Unincorporated Areas x
CDBG Formula %

The resulting numbers shall be truncated to the nearest whole dollar. If the sum of the Program Year Allocations does not add to the CDBG Grant from HUD for the Upcoming Program Year exactly, the variance (expected to be less than a thousand dollars) shall be eliminated by modifying the funding for the Unincorporated Areas.

The Program Year Allocation does not include any CDBG Program Income accrued, nor admin for Program Income, nor any borrowed/loaned CDBG amounts.

Actual amounts available to participating cities for projects will be the Program Year Allocation combined with city-specific CDBG Program Income, adjusted for borrowed/loaned amounts and admin costs.

The County's Department of Public Works and Planning's Community Development Division shall maintain records to support available amounts in accordance with the Terms of this Agreement.