

JOINT POWERS AGREEMENT FOR HOUSING AND
COMMUNITY DEVELOPMENT

THIS AGREEMENT, herein after referred to as the Agreement is made this 20th day of June, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as the "COUNTY", and the incorporated CITIES OF FOWLER, KERMAN, KINGSBURG, REEDLEY, and SELMA, all being municipal corporations of the State of California, and located within the boundaries of the County of Fresno, hereinafter referred to as "CITY"/"CITIES":

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"; and

WHEREAS, the ACT requires that certain cooperation 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; 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, and each is authorized by law to enter into Joint Powers Agreements; and

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

WHEREAS, the COUNTY and the CITIES do hereby 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 the U.S. Department of Housing and Urban Development (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 Community Development Block Grant (CDBG), HOME Investment

Partnerships (HOME) and Emergency Solutions Grant (ESG) Programs for housing and community development activities and homeless services for each of the participating parties to this Agreement 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:

1. The parties to this Agreement, pursuant to the requirements of the ACT, agree to take all required actions to comply with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, 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.

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

3. 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.

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

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1 5. The parties to this Agreement understand the COUNTY is prohibited from funding
2 activities or supporting any CITY that does not affirmatively further fair housing within its own
3 jurisdiction or that impedes the COUNTY's actions to comply with its fair housing certification.
4 Pursuant to the ACT, the CITIES have adopted and are enforcing:

5 a. A policy prohibiting the use of excessive force by law enforcement agencies
6 within their jurisdictions against any individuals engaged in non-violent civil rights
7 demonstrations.

8 b. A policy of enforcing applicable state and local laws against physically
9 barring entrance to or exit from a facility or location which is the subject of such non-violent civil
10 rights demonstrations within their jurisdictions.

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

16 7. It is understood and agreed that pursuant to the ACT, the participating CITIES
17 shall not be entitled to make separate applications for CDBG funds under the State's Small Cities
18 CDBG Program during the period in which the CITIES are participating in the COUNTY's CDBG
19 Program. Furthermore, the CITIES may not participate in a HOME consortium except through
20 the COUNTY regardless of whether the COUNTY receives a HOME formula allocation. Nothing
21 herein shall be construed as limiting in any manner the powers of any of the respective parties
22 to initiate and complete a local activity within their respective jurisdiction with their own funds.

23 8. The allocation of funds for annual expenditures on CDBG activities shall be
24 shared on a proportionate basis determined by an allocation formula, after the COUNTY's cost
25 for implementing the CDBG Program has been subtracted, not to exceed the maximum 20%
26 administrative cap. Such allocation formula shall be based upon the formula prescribed by the
27 ACT.

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1 However, it is understood and agreed that any proposed expenditure is subject
2 to the condition that a different distribution of funds may occur at the COUNTY's discretion when
3 made necessary to comply with the ACT, including but not limited to regulatory expenditure
4 requirements.

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

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

19 11. Each CITY agrees to develop and complete eligible program activities in a timely
20 manner so that the Urban County CDBG Entitlement Program will comply with Federal
21 expenditure requirements.

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

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1 13. If a CITY's CDBG funds are advanced to another participating CITY/CITIES in
2 order to accelerate expenditures, including but not limited to meet requirements for timeliness of
3 expenditures, the CITY advancing funds shall be reimbursed by the recipient of those funds with
4 the recipient's next program year allocation.

5 14. If a CITY, due to unforeseen and uncontrollable circumstances, cannot comply
6 with the time schedule within an executed project agreement, the schedule for the activity may
7 be extended by the COUNTY.

8 15. If a CITY, for any reason, cancels a program activity without completion, the CITY
9 shall reimburse to the COUNTY the amount of all CDBG funds provided to the CITY for the
10 activity. The reimbursed amount of funds shall be credited back to the CITY's allocation of CDBG
11 funds.

12 16. Any CDBG funds remaining available to any CITY and not allocated during the
13 term of this Agreement to an activity upon which substantial progress is being made, will no
14 longer be available to that CITY should that CITY not enter into the next succeeding Joint Powers
15 Agreement. Such CDBG funds shall be distributed to the COUNTY and the then-participating
16 CITIES of that Joint Powers Agreement, based upon the formula established by the ACT.
17 Determination regarding substantial progress shall be made by the COUNTY in its sole
18 discretion.

19 17. The COUNTY agrees to make HOME funds available for eligible housing
20 activities within the jurisdictions of the CITIES as well as within the unincorporated area. HOME
21 funds will be provided to eligible residents, institutions and agencies for eligible housing activities
22 approved by the Board of Supervisors, on a first-come, first-served basis.

23 18. The COUNTY shall use its ESG funds for the residents of the unincorporated area
24 of the COUNTY and of the CITIES, though service points may be centrally located. ESG shall
25 be administered through the COUNTY's Department of Social Services. It is understood and
26 agreed that the CITIES may not apply for and do not receive a formula allocation under the
27 Federal ESG Program. Furthermore, CITIES participating in the Urban County program do not
28 receive individual allocations of ESG funds. However, nothing herein shall be construed as

1 limiting in any manner the powers of any of the respective parties to initiate a separate application
2 for ESG funds under the State's ESG Program, if allowed by the State.

3 19. The COUNTY shall make available to each CITY any special funding allocations
4 that may be based on the CITIES' participation with the COUNTY in the CDBG Program. These
5 programs may include, but shall not be limited to, the HOME Investment Partnerships Program
6 and special allocations of CDBG funds that exceed the annual entitlement provided through this
7 Agreement during the term of this Agreement.

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

10 21. The reporting obligation of the CITIES pursuant to the ACT shall include the
11 following:

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

14 b. In the event of close-out of the CDBG Program or a change in status of a
15 participating CITY, each participating CITY must inform the COUNTY of any CDBG generated
16 program income received prior to or subsequent to the close-out or change in status of a
17 participating CITY.

18 c. Any program income generated by a CITY CDBG-funded activity must be
19 paid to the COUNTY. The COUNTY shall credit the amount to that CITY'S CDBG allocation for
20 use on subsequent CITY CDBG eligible activities in accordance with Federal requirements;
21 provided that, the CITY is participating in the COUNTY'S CDBG Program at the time the program
22 income is generated.

23 d. If the CITY is not participating in the COUNTY's CDBG Program at the
24 time the program income is generated, the COUNTY is not obligated to credit the amount to that
25 CITY'S CDBG allocation for use on subsequent CITY CDBG eligible activities should that CITY
26 return to the COUNTY'S CDBG Program.

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

1 22. Each participating CITY shall notify the COUNTY whenever there is any
2 modification or change in the use of any real property acquired or improved in whole or in part
3 using CDBG funds. If real property acquired or improved with CDBG funds is sold by a CITY for
4 a use which does not qualify under the CDBG program, the CITY shall reimburse the COUNTY
5 in an amount equal to the current fair market value less any portion thereof attributable to
6 expenditures of non-CDBG funds. It is therefore understood and agreed that pursuant to the
7 ACT:

8 a. These requirements shall continue in effect for the life of the
9 improvements.

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

15 c. If a CITY is required to repay the COUNTY for reasons described in this
16 Section of the Agreement, the COUNTY shall make the repaid funds available to that CITY for
17 eligible CDBG activities in accordance with Federal requirements; provided that, the CITY is
18 participating in the COUNTY's CDBG Program at the time of the reimbursement.

19 d. If the CITY is not participating in the COUNTY's CDBG Program at the time
20 the income is generated, the COUNTY is not obligated to credit the amount to that CITY'S CDBG
21 allocation.

22 23. The term of this Agreement shall commence on July 1, 2018 and shall terminate
23 on June 30, 2021. Notwithstanding the foregoing, this Agreement shall remain in effect until the
24 CDBG, HOME and ESG funds and program income received with respect to activities carried
25 out during the three-year qualification period are expended and the funded activities completed.
26 No parties to this Agreement may withdraw from, be released from, or terminate this Agreement
27 while the Agreement remains in effect. All parties to this Agreement are participants in the
28 preparation of the COUNTY's five-year Consolidated Plan, annual Action Plan, and Consolidated

1 Annual Performance and Evaluation Report, and are obligated through the three-year program
2 which includes said documents.

3 24. Notwithstanding the date of execution of the Agreement it shall be effective on
4 July 1, 2018. Each CITY shall sign the Agreement prior to the COUNTY. The COUNTY shall
5 insert the date it signs the Agreement on page 1, lines 4-5. The COUNTY shall insert names of
6 all participating CITIES on page 1, lines 7 and 8.

7 25. This Joint Powers Agreement shall be binding upon the parties hereto and their
8 successors and assigns.

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

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

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

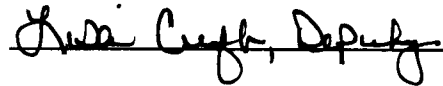
3 REVIEWED AND RECOMMENDED
4 FOR APPROVAL

COUNTY OF FRESNO

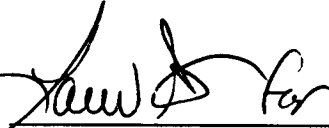
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6 By 
7 Steven E. White, Director
8 Department of Public Works
9 and Planning


10 Brian Pacheco, Chairman
11 Board of Supervisors

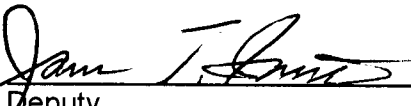
12 ATTEST: Bernice E. Seidel, Clerk
13 Board of Supervisors

14 By: 
15 Deputy

16 APPROVED AS TO ACCOUNTING FORM
17 Oscar J. Garcia, CPA
18 Auditor-Controller/Treasurer – Tax

19 By: 
20 Deputy

21 APPROVED AS TO LEGAL FORM
22 Daniel C. Cederborg, County Counsel

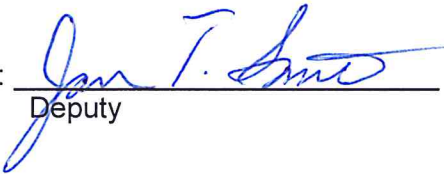
23 By: 
24 Deputy

25 FUND NO: 0001
26 SUBCLASS: 10000
27 ORG NO: 7205
28 ACCOUNT: 7885

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April 28, 2017

1 I HEREBY CERTIFY that the terms and provisions of this Agreement are fully authorized
2 under the laws of the State of California and all local laws and that this Agreement provides full
3 legal authority for the COUNTY to undertake, or assist in undertaking, essential community
4 renewal and lower income housing assistance activities.

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6 DANIEL C. CEDERBORG, COUNTY COUNSEL
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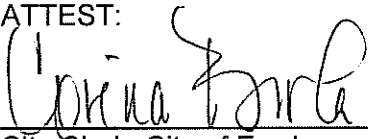
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
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4 CITY OF FOWLER

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6 By 

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8 ATTEST:

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10 City Clerk, City of Fowler
11 Planning Secretary

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF KERMAN

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6 By 

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8 ATTEST:

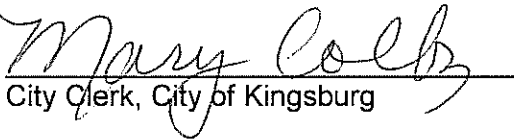
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10 City Clerk, City of Kerman

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF KINGSBURG

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6 By  _____

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8 ATTEST:

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10 City Clerk, City of Kingsburg

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

3 CITY OF REEDLEY
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5 By _____
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8 ATTEST:
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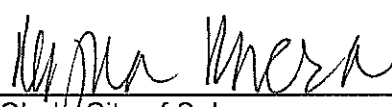
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11 City Clerk, City of Reedley
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF SELMA

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11 City Clerk, City of Selma
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