

**JOINT POWERS AGREEMENT FOR  
HOUSING AND COMMUNITY DEVELOPMENT**

THIS AGREEMENT, dated for convenience as of August 1, 2017, by and between the COUNTY OF SONOMA, a political subdivision State of California, hereinafter referred to as “COUNTY,” and the incorporated town of WINDSOR and cities of CLOVERDALE, COTATI, HEALDSBURG, ROHNERT PARK, SEBASTOPOL, and SONOMA, all being municipal corporations of the State of California, and located within the boundaries of the COUNTY, hereinafter referred to as “MUNICIPALITIES”:

W I T N E S S E T H :

WHEREAS, the COUNTY and the MUNICIPALITIES desire to engage in housing and community development activities as authorized under the Housing and Community Development Act of 1974, as amended, the HOME Investment Partnership Act, and the HEARTH Act of 2009, including any future legislation authorizing such activities, (hereinafter the “ACTS”) and other federal, state, and local housing and community development programs; and

WHEREAS, the COUNTY and the MUNICIPALITIES 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 MUNICIPALITIES are individually authorized by law to engage in housing and community development activities under said ACTS; and

WHEREAS, the US Department of Housing and Urban Development (hereinafter “HUD”) recommends the expenditure of funds for such purposes on a County-wide basis; and

WHEREAS, the COUNTY and the MUNICIPALITIES do hereby find and determine that it is in the best interest of the residents of the COUNTY and the MUNICIPALITIES that housing and community development activities be performed jointly in accordance with the provisions of this AGREEMENT; and

WHEREAS, it is mutually beneficial to each of the parties hereto for the COUNTY to administer and execute the provisions of this AGREEMENT in accordance with the terms and conditions hereinafter provided; and

WHEREAS, this AGREEMENT shall cover the Community Development Block Grant (CDBG) program, Emergency Solutions Grants (ESG) program, and HOME Investment Partnership (HOME) program.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Essential Activities

The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing.

2. Authority to Carry Out Activities

The COUNTY is designated as an “Urban County,” as defined in 24 CFR 570.3(3). As such, the COUNTY is hereby designated as the sponsoring agency to administer and implement the plan and program for housing and community development activities for each of the participating parties to this AGREEMENT in accordance with the provisions of the ACTS and the terms and conditions provided herein. The manner in which such activities are implemented shall be mutually determined by the COUNTY and the benefiting party or parties.

The COUNTY shall have the authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG), Emergency Solutions Grants (ESG), and HOME Program Grants (HOME) for federal fiscal years 2018, 2019, and 2020 appropriations, and from any program income generated from the expenditure of such funds. The COUNTY shall have final responsibility for selecting CDBG, ESG, and HOME activities and submitting the Consolidated Plan to HUD, including annual updates of the action plan and certifications.

3. Consolidated Plan

It is understood that in order to qualify for funds under the ACTS, it is necessary that a Consolidated Plan, including annual updates of the action plan and certifications, and all application requirements be fulfilled and submitted to and approved by HUD. Each party agrees to be bound by the Assurances and Certifications, attached as Attachment "A," required to be given by the COUNTY as part of the application to HUD for the Urban County entitlement of CDBG, ESG, and HOME funding and which are incorporated into this AGREEMENT by this reference.

4. Excessive Force Policy

The COUNTY and each of the MUNICIPALITIES has adopted and is enforcing:

a. 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; and

b. 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.

5. Program Income

a. Each MUNICIPALITY must inform the COUNTY of any income generated by the expenditure of CDBG or ESG funds received by the MUNICIPALITY.

b. Any such program income must be paid to the COUNTY.

c. The COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income.

d. Program income paid by a MUNICIPALITY to the COUNTY shall be used for additional CDBG- or ESG-eligible activities as stipulated in the federal funding policies adopted by the Sonoma County Board of Supervisors and amended from time to time.

e. In the event of close-out or change in status of a participating MUNICIPALITY, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the COUNTY.

6. Real Property Standards

The following standards shall apply to real property acquired or improved in whole or in part using CDBG, ESG or HOME funds that is within control of any of the participating MUNICIPALITIES:

a. Each MUNICIPALITY must provide timely notification to the COUNTY of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition.

b. Each MUNICIPALITY must reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG, non-ESG and/or non-HOME funds) of property acquired or improved with CDBG, ESG and/or

HOME funds that is sold or transferred for a use which does not qualify under the CDBG and/or HOME regulations.

c. Program income generated from the disposition or transfer of property within any of the MUNICIPALITIES shall be treated in the manner specified in paragraph 5, Program Income, above.

7. Compliance with Sections 104(b) and 109 of Title I of the Housing and Community Development Act

The COUNTY and the MUNICIPALITIES shall take all actions necessary to assure compliance with the COUNTY's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing.

The COUNTY and the MUNICIPALITIES shall comply with 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.

The COUNTY and the MUNICIPALITIES shall comply with other applicable laws.

Urban County funding is prohibited for activities in or in support of any MUNICIPALITY that does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY's actions to comply with its fair housing certification.

8. Prohibition on Trade or Transfer of Funds

Neither the COUNTY nor any MUNICIPALITY may sell, trade, or otherwise transfer all or any portion of CDBG, ESG, and/or HOME funds to another such metropolitan city, Urban County, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG, ESG, and/or HOME funds in exchange for any other funds, credits or non-

Federal considerations and will restrict use of these funds for activities eligible under Title I of Housing and Community Development Act of 1974, as amended.

9. Certification of Intent to Continue Participation

The COUNTY and the MUNICIPALITIES certify that each party, individually and collectively, intends to remain a participant in this AGREEMENT enabling the eight-jurisdiction Urban County to continue to participate in the federal CDBG, ESG, and HOME programs as an entitlement jurisdiction for the 2018–2020 and all subsequent renewal cycles.

10. Fiscal Responsibility

In the event that any cooperating jurisdiction does not comply with all federal prerequisites in order for funds to be expended within its area, then such jurisdiction's funds shall be expended within all or any portion of the area served by the other parties who qualify under the provisions of the ACTS. In all cases there shall be strict accountability of all kinds and reports of all receipts and disbursements. Upon termination of this AGREEMENT, any unused funds shall be returned to the Sonoma County Community Development Commission. The Executive Director of the Sonoma County Community Development Commission shall serve as fiscal officer under this AGREEMENT and his/her bond shall be extended to cover the obligations under Government Code Section 6505.1.

11. Written Agreement

Pursuant to 24 CFR 570.501(b), each MUNICIPALITY is subject to the same requirements applicable to subrecipients, including the written agreement as described in 24 CFR 570.503.

Before disbursing any CDBG, ESG, and/or HOME funds to any MUNICIPALITY, the COUNTY shall prepare a written agreement in accordance with federal regulations described in

24 CFR 570.503 and execute such agreement with the MUNICIPALITY. The agreement shall remain in effect during any period that the subrecipient has control over CDBG, ESG, and/or HOME funds, including program income.

12. Audit Requirements

Each MUNICIPALITY shall comply with the audit requirements of the Office of Management and Budget, OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations” and shall provide a copy of all required audits to the COUNTY.

All required audits shall include a supplementary schedule showing all revenues and expenditures of CDBG, ESG and HOME funds for the year and shall meet the requirements of Government Code Section 6505.

13. Eligibility for Other Federal Funds

By executing this AGREEMENT, all MUNICIPALITIES understand that they:

- a. May not apply for grants under the Small Cities or State CDBG Programs for fiscal years during the period in which the MUNICIPALITY is participating in the Urban County CDBG program; and
- b. May receive a formula allocation under the ESG program only through the Urban County.
- c. May not participate in a HOME consortium or receive a formula allocation under the HOME Program except through the Urban County, regardless of whether the COUNTY receives a HOME formula allocation.

14. Term of Agreement

This AGREEMENT shall be in effect for the 2018–2020 Urban County qualification period and all other future qualification periods. This AGREEMENT shall take effect upon its

execution by the authorized representatives of each of the parties and shall be a continuing AGREEMENT by automatic renewal for each successive qualification period. Any party may, by resolution of its governing body, withdraw from this AGREEMENT, but such withdrawal may not take effect after the deadline for submission of cooperation agreements to HUD for any three-year qualification period and until such time as all CDBG, ESG and HOME funds and income received with respect to the three-year qualification period or successive qualification periods are expended and the funded activities completed. Withdrawal shall take effect only at the end of the third program year of a three-year qualification period or successive qualification period and in accordance with the date specified in HUD's Urban County Qualification Notice for the successive qualification period. The COUNTY will notify the MUNICIPALITIES in writing of their right to elect not to participate in a successive qualifying period by the date specified in HUD's Urban County Qualification Notice for the successive qualification period. The COUNTY will forward a copy of its notice to HUD.

Failure by any party to adopt an amendment to this AGREEMENT incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year Urban County qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of the qualification period.

This AGREEMENT shall remain in effect until the CDBG, ESG, and/or HOME funds and program income received (with respect to activities carried out during the 2018–2020 qualification period and any successive qualification periods) are expended and the funded activities completed, and that neither the COUNTY nor the MUNICIPALITIES can terminate or withdraw from this AGREEMENT while it remains in effect.



This AGREEMENT supersedes all earlier Joint Powers Agreements for housing and community development activities.

15. Agreement Binding

This AGREEMENT shall be binding upon the parties hereto and their successors and assigns. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original but, together, all of which shall constitute one and the same document.

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

**COUNTY OF SONOMA**

By: \_\_\_\_\_  
Margaret Van Vliet, Executive Director, Sonoma  
County Community Development Commission

**CITY OF CLOVERDALE**

By: \_\_\_\_\_  
Paul Cayler, City Manager

**CITY OF COTATI**

By: \_\_\_\_\_  
Damien O'Bid, City Manager

**CITY OF HEALDSBURG**

By: \_\_\_\_\_  
David Mickaelian, City Manager

**CITY OF ROHNERT PARK**

By: \_\_\_\_\_  
Darrin Jenkins, City Manager

**CITY OF SEBASTOPOL**

By: \_\_\_\_\_  
Larry McLaughlin, City Manager

**CITY OF SONOMA**

By: \_\_\_\_\_  
Cathy Capriola, City Manager

**TOWN OF WINDSOR**

By: \_\_\_\_\_  
Camille Kazarian, Interim Town Manager