

# Folsom City Council

## Staff Report

<b>MEETING DATE:</b>	2/10/2026
<b>AGENDA SECTION:</b>	New Business
<b>SUBJECT:</b>	Update and Direction on Senate Bill (SB) 802 Ashby
<b>FROM:</b>	Community Development Department

### **RECOMMENDATION / CITY COUNCIL ACTION**

Staff recommends that the City Council withdraw its opposition and adopt a neutral position on Senator Ashby's Senate Bill (SB) 802, contingent on amendments that adequately protect the City's current and future housing and homelessness funding sources and adequately address the key issues outlined in this staff report.

### **BACKGROUND / ISSUE**

On June 24, 2025, Senator Ashby introduced SB 802, a proposal that—if enacted—would significantly reshape the governance of housing and homelessness efforts in Sacramento County. Updated bill language released on January 26, 2026 incorporated several revisions developed in response to concerns raised by local jurisdictions. The bill establishes a new regional housing and homelessness authority, the Sacramento Area Housing and Homelessness Agency (SAHHA), structured as a Joint Powers Authority (JPA). SAHHA would reorganize and assume the responsibilities of the Sacramento Housing and Redevelopment Agency (SHRA), which currently operates under a JPA between Sacramento County, the City of Sacramento, and their respective housing authorities.

Membership in the new regional JPA would include Sacramento County and all cities in the region with populations exceeding 50,000—including Folsom—with a unified focus on housing and homelessness. Governance would be vested in an eleven-member board composed of three representatives each from Sacramento County and the City of Sacramento, two from Elk Grove, and one representative each from Citrus Heights, Folsom, and Rancho Cordova. The central aim of the legislation is to consolidate housing and homelessness programs and funding streams across Sacramento County and participating cities to improve coordination of affordable housing development and homelessness services. As originally introduced, SB 802 would have:

- Transferred the Sacramento Continuum of Care (CoC) to the new SAHHA
- Redirected all federal and state homelessness funding from the cities and the County to SAHHA
- Shifted federal Community Development Block Grant (CDBG) and HOME funds from local jurisdictions to SAHHA
- Transferred affordable housing impact fees collected by the County and specified cities to SAHHA
- Revised the process for distributing the Regional Housing Needs Allocation (RHNA) within the County

The City of Folsom—along with several other cities and Sacramento County—initially opposed the bill, arguing that it lacked input from local governments and raised concerns about diminishing local control over how funds were allocated to each jurisdiction. In response, Senator Ashby’s office convened discussions with city mayors and city managers across Sacramento County in July 2025 to address these concerns. The feedback from these discussions informed a number of amendments that were incorporated into the January 26, 2026 update of the bill, including:

- **CDBG and HOME funds administration:** The updated language clarifies that these funds will continue to be administered in the same manner as they were by SHRA as of July 1, 2025. *For the City of Folsom which is currently not an entitlement jurisdiction and participates in a SHRA-administered consortium, allocations of CDBG and HOME funds would continue to be administered by the new agency.* Entitlement jurisdictions that collected and administered their own CDBG and HOME funds as of that date—such as Elk Grove—would retain full authority and responsibility for managing those funds and the programs they support.
- **Local housing funds and fees:** The bill now includes language stating that existing affordable housing fees collected in a jurisdiction as of July 1, 2025 will be administered by that jurisdiction.
- **RHNA provisions removed:** All RHNA-related language, including the proposed 20% reduction, has been eliminated from the bill.
- **Homelessness Division:** The updated language creates a Homeless Division comprised of Sacramento Steps Forward and participating members and experts from the Sacramento COC.

In January 2026, Senator Ashby contacted the cities of Citrus Heights, Elk Grove, and Rancho Cordova requesting that each jurisdiction submit a formal position on SB 802 to her office by January 31, 2026. The Senator’s office advised that maintaining either a neutral or supportive position was necessary for the proposed amendments related to local funding control to remain in the reintroduced bill.

Although each jurisdiction expressed varying levels of concern, all three cities placed the item on their respective January City Council agendas. Each City Council ultimately elected to maintain a neutral position, contingent upon the inclusion of amendments that preserve local control and provide additional clarifying language.

## **ANALYSIS**

City staff has reviewed the updated January 26, 2026 bill language included in Attachment 1 and identified several remaining issues, along with recommended actions as outlined below:

1. This bill establishes a troubling precedent of having the State mandate the creation of Joint Powers Authorities instead of the existing practice of having parties voluntarily establish JPAs.
  - a. Remove text mandating the creation of a JPA and replace it with language encouraging the formation of the JPA and voluntary participation by all jurisdictions in Sacramento County.
2. The Sacramento Area Housing and Homelessness Agency (SAHHA) would control all local housing trust fund fees and all local housing ordinance fees (e.g., fees collected under inclusionary housing ordinances).
  - a. Recommend including language that clarifies that SAHHA would only control the housing trust fund fees and local housing ordinance fees from the City of Sacramento and the County of Sacramento.
3. Since Folsom is not an entitlement jurisdiction that receives its federal funding directly from the federal government (i.e., HUD), the bill does not provide sufficient protections to ensure that the City will continue to receive its allocation of Community Development Block Grant (CDBG) funds and Home Investment Partnership (HOME) funds.
  - a. Recommend including language that specifies that non-entitlement jurisdictions such as Folsom continue to receive its proportionate share of the County's CDBG and HOME funds so long as SAHHA receives and administers those funds.
4. Folsom may at some point in the future decide to become an entitlement jurisdiction and receive its CDBG and HOME funds directly from the federal Department of Housing and Urban Development (HUD), language is needed in the bill to protect that right.
  - a. Recommend including language that states that SAHHA shall not interfere with the City's ability to receive its federal funding directly from HUD if it wishes to become an entitlement jurisdiction.
5. Folsom currently receives its share of funds for the Permanent Local Housing Allocation (PLHA) program from the County, but the bill is silent on the remaining allocations.

- a. Recommend including language in the bill that states that SAHHA shall continue to appropriate PLHA funds to all jurisdictions similar to the manner in which the County allocated those funds so long as SAHHA administers PLHA funds.
6. The bill states that SAHHA will develop and preserve affordable housing, but there is no language allowing local jurisdictions that are part of SAHHA to retain the ability to develop affordable housing.
  - a. Recommend including language to ensure that SAHHA's right to develop and preserve affordable housing is not an exclusive one and that the City Council would retain the right to use city housing funds to support the development and/or preservation of affordable housing in Folsom.
7. The Sacramento Local Agency Formation Commission is responsible for forming and appointing members to an independent task force for purposes of consolidating all entities for the purpose of establishing the agency. However, it is not clear who those members will be for the task force.
  - a. Recommend adding language that states that LAFCO shall appoint at least one representative from each participating jurisdiction based on a recommendation from that jurisdiction's city manager or City Council.
8. In the bill SAHHA is considered a regional entity and given priority for state housing and homeless funding. Given that these funds may be primarily used for projects in the City of Sacramento and the County, staff recommends the following:
  - a. Add language stating that SAHHA coordinate all state housing and homelessness funding applications and that SAHHA shall not preclude participating jurisdictions from applying for local, state, or federal funding.

## **NEXT STEPS**

City staff will continue coordinating with partner jurisdictions to refine the bill's provisions as updated language becomes available. This effort includes working directly with Senator Ashby's office to request additional amendments that address the concerns outlined above and ensure that local control and clarity are maintained in any future revisions.

## **FINANCIAL IMPACT**

SB 802 does not create any direct financial impact on the City's General Fund. Although the most recent draft of SB 802 appears to preserve local control over existing affordable-housing revenue sources (Housing Trust Fund and Inclusionary In-Lieu Fees), the potential effects on future homelessness or affordable-housing funding are still unknown. As currently written, it remains unclear whether any future resources could be redirected to the proposed SAHHA under the bill.

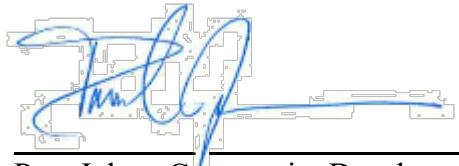
## **ENVIRONMENTAL REVIEW**

The recommended action—modifying the City’s legislative position on SB 802—is not a “project” under California Environmental Quality Act (CEQA), as defined in State CEQA Guidelines 15378(b)(5). The action constitutes organizational or administrative activities of government that will not result in a direct or reasonably foreseeable indirect physical change in the environment.

## **ATTACHMENTS**

1. SB 802, as Amended January 26, 2026
2. 2024-2026 Cooperation Agreement for CDBG Activities

Submitted,



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Pam Johns, Community Development Director

## ATTACHMENT 1

SB 802, as Amended for CDBG Activities



# Bill Text: CA SB802 | 2025-2026 | Regular Session | Amended California Senate Bill 802

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**Bill Title:** Housing finance and development: Sacramento Area Housing and Homelessness Agency: Multifamily Housing Program: Homekey: Homeless Housing, Assistance, and Prevention program.

**Spectrum:** Partisan Bill (Democrat 1)

**Status:** (*Engrossed*) 2026-01-26 - From committee with author's amendments. Read second time and amended. Re-referred to Com. on H. & C.D. [SB802 Detail]

**Download:** California-2025-SB802-Amended.html

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AMENDED IN ASSEMBLY JANUARY 26, 2026

AMENDED IN ASSEMBLY JUNE 23, 2025

AMENDED IN SENATE MAY 01, 2025

AMENDED IN SENATE MARCH 26, 2025

CALIFORNIA LEGISLATURE—2025–2026 REGULAR SESSION

**SENATE BILL**

**NO. 802**

**Introduced by Senator Ashby**

February 21, 2025

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An act to add Article 1.5 (commencing with Section 6539.9.5) to Chapter 5 of Division 7 of Title 1 of the Government Code, and to amend Section 50675.1.3 of, to add Section 50675.17 to, and to add Article 3 (commencing with Section 50245) 50246 to Chapter 6.5 of Part 1 of Division 31 of, the Health and Safety Code, relating to housing.

## LEGISLATIVE COUNSEL'S DIGEST

SB 802, as amended, Ashby. Housing finance and development: Sacramento Area Housing and Homelessness Agency: Multifamily Housing Program: Homekey: Homeless Housing, Assistance, and Prevention program.

(1) Existing law, the Joint Exercise of Powers Act, authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law authorizes the agreement to set forth the manner by which the joint powers authority will be exercised.

This bill would require that the joint powers authority currently operating as the Sacramento Housing and Redevelopment Agency be restructured, expanded, amended, and renamed as the Sacramento Area Housing and Homelessness Agency, as provided. The bill would require the agency to include the County of Sacramento and qualified local agencies, as specified and defined, and would make the agency the regional authority for prescribed activities, including developing and preserving affordable housing and coordinating and administering homelessness prevention and response services. The bill would require the updated joint powers agreement to provide for a governing board and an executive director, as specified, and require the Sacramento Local Agency Formation Commission to form and appoint an independent task force to consolidate all entities for purposes of establishing the agency, as provided. The bill would require the agency to adopt a comprehensive strategic plan to address housing and homelessness no later than 3 years from the date the restructured joint powers agreement takes effect. The bill would also require the agency to establish and maintain a standing advisory board, as provided.

Under the bill, the Sacramento Area Housing and Homelessness Agency would retain its legal identity as the public housing authority and redevelopment successor entity and continue to administer all existing housing, homelessness, and redevelopment programs in compliance with specified law. The bill would require the agency to be the designated recipient of all local housing trust funds and local housing ordinance fees collected by each participating entity within the joint powers agreement, *as specified*, and require that the agency be deemed a regional entity for the purposes of statewide housing and homelessness funding programs. *The bill would require the agency to be the successor employer to the Sacramento Housing and Redevelopment Agency for all labor relations purposes, as provided.* The bill would *establish within the Sacramento Area Housing and Homelessness Agency the Homelessness Division* and require the agency to coordinate its operations with the housing and homelessness departments of each participating jurisdiction, as specified, to ensure alignment of local priorities and effective delivery of services.

~~Existing law, the Planning and Zoning Law, requires each county and each city to adopt a comprehensive, long term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other specified mandatory elements, a housing element. For the 4th and subsequent revisions of the housing element, existing law requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, and requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. Existing law requires that a county's or city's housing element include an assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs, including an analysis of population and employment trends and documentation of projections and a quantification of the locality's existing and projected housing needs for all income levels that includes the locality's share of the regional housing need.~~

~~This bill would require that the regional housing needs allocations for all participating entities within the Sacramento Area Housing and Homelessness Agency be consolidated into a single regional goal to be administered by the agency. The bill would also require that the total regional housing needs assessment allocation for the joint powers agreement be reduced by 20% from the aggregate of the allocations that would otherwise apply to the participating entities individually.~~

~~The California Constitution, with respect to any taxes levied on taxable property in a redevelopment project established under the Community Redevelopment Law, as it then read or may be amended, authorizes the Legislature to provide for the division of those taxes under a redevelopment plan between the taxing agencies and the redevelopment agency, as provided. Existing law dissolved redevelopment agencies as of February 1, 2012, and designates successor agencies to act as successor entities to the dissolved redevelopment agencies. Existing law also provides for the designation of a housing successor to assume the housing assets, as defined, and functions of a former redevelopment agency and requires that any funds transferred to the housing successor, together with any funds generated from housing assets, be maintained in a separate Low and Moderate Income Housing Asset Fund of the housing successor, to be used as specified, including to meet the enforceable obligations of the housing successor.~~

~~This bill would require that housing tax increment revenues derived from former redevelopment areas and allocated to participating cities or to the County of Sacramento be transferred to the Sacramento Area Housing and Homelessness Agency. The bill would require that these revenues be used exclusively for the development, preservation, and administration of affordable housing projects. The bill would authorize the agency to issue bonds secured by these revenues to finance current and future housing initiatives.~~

*This bill would define terms for its purposes and declare its provisions are severable.*

By adding to the duties of local officials with respect to the activities of the Sacramento Housing and Homelessness Agency, this bill would impose a state-mandated local program.

This bill would make legislative findings and declarations as to the necessity of a special statute for County of Sacramento. The bill would make additional related findings and declarations.

(2) Existing law establishes various housing programs administered by the Department of Housing and Community Development, including the Homeless Housing, Assistance, and Prevention program (HHAP) and the Multifamily Housing Program. Existing law establishes the Homeless Housing, Assistance, and Prevention program for the purpose of providing jurisdictions with grant funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges, as specified. Existing law establishes the Multifamily Housing Program to provide financial assistance in the form of deferred payment loans to pay for the eligible costs of development of specified types of housing projects. Existing law requires that specified funds appropriated to provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases be disbursed in accordance with the Multifamily Housing Program for specified uses. This disbursement program is referred to as Homekey.

This bill would require the department, upon appropriation for the above-specified programs, to ensure that former foster youth and extremely low income, very low income, and lower income households, as specified, are given consideration.

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

## Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

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## Bill Text

# THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

## SECTION 1. The Legislature finds and declares all of the following:

- (a) Nearly all homeless shelters are developed as co-ed.
- (b) Co-ed homeless shelters are over 90 percent male, which can result in an environment that feels unsafe for women, especially those who have been victims of trafficking, violence, abuse, or trauma.
- (c) There is a need for safe, stable, affordable housing for individuals experiencing trauma, street violence, domestic violence and abuse, sexual abuse and assault, or human trafficking, a population of which is overwhelmingly women.

**SEC. 2.** Article 1.5 (commencing with Section 6539.9.5) is added to Chapter 5 of Division 7 of Title 1 of the Government Code, to read:

## Article 1.5. Sacramento Area Housing and Homelessness Agency

### 6539.9.5. For purposes of this article:

- (a) "Agency" means the Sacramento Area Housing and Homelessness Agency.
- (b) "Governing board" means the governing board of the agency.
- (c) (1) "Qualified local agency" means any city within the County of Sacramento that has a population of at least 50,000, based on the most recent federal decennial census or a subsequent estimate prepared by the Demographic Research Unit of the Department of Finance.
- (2) "Qualified local agency" includes, but is not limited to, the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, and Sacramento.

**6539.9.6-6539.9.7.** (a) (1) Notwithstanding any other law, the joint powers authority currently operating as the Sacramento Housing and Redevelopment Agency, created pursuant to a 1973 agreement between the City of Sacramento and the County of Sacramento, shall be restructured, expanded, amended, and renamed as the Sacramento Area Housing and Homelessness Agency as provided in this article.

(2) The Legislature finds and declares that the purpose of the restructuring of the agency described in paragraph (1) is to modernize and expand the agency's scope and governance to address regional housing and homelessness needs, while preserving the agency's legal status, contracts, funding eligibility, and programmatic history.

(b) The agency shall include as ~~members~~ *participating jurisdictions* the County of Sacramento and each qualified local agency, and shall operate under a new joint powers agreement entered into pursuant to this chapter.

(c) The agency shall serve as the regional authority to do all of the following:

- (1) Develop and preserve affordable housing.
- (2) Coordinate and administer homelessness prevention and response services, including the Coordinated Entry System, as defined in subdivision (f) of Section 50490 of the Health and Safety Code.
- (3) Serve as the United States Department of Housing and Urban Development designated Continuum of Care pursuant to Section 578 of Title 24 of the Code of Federal Regulations.
- (4) Apply for, receive, and administer federal, state, and local funding for housing and homelessness.
- (5) Manage and implement a comprehensive strategic plan to address and reduce homelessness in the County of Sacramento.

(d) The updated joint powers agreement pursuant to subdivision (a) shall provide for all of the following:

- (1) (A) A governing board composed of ~~at least one elected official~~ *elected officials* from each qualified local agency that is party to the agreement, with full delegated powers and duties transferred from the cities and county. The initial board under the amended joint powers agreement shall consist of 11 members appointed by the legislative bodies of the County of Sacramento and each qualified local agency, in accordance with the following:
  - (i) Three members shall be selected from, and appointed by, the City Council of the City of Sacramento.
  - (ii) Three members shall be selected from, and appointed by, the Board of Supervisors of the County of Sacramento.
  - (iii) Two members shall be selected from, and appointed by, the City Council of the City of Elk Grove.
  - (iv) One member each shall be selected from, and appointed by, the city councils of the Cities of Citrus Heights, Folsom, and Rancho Cordova.

(B) The board may increase the number of members if a qualified local agency enters into an agreement to join the joint powers agreement. That qualified local agency shall be entitled to make one appointment to the board.

(C) Each member on the governing board may select an alternate ~~from the County of Sacramento, in the case of a member appointed pursuant to clause (ii) of subparagraph (A), or from that member's same qualified local agency, in the case of any other member~~ to serve on the board when the primary member or members are not available. Each alternate shall be appointed to serve for a specific ~~member~~ member and shall be an official elected from the same body as the primary member. The alternate shall be subject to the same restrictions and shall have the same powers, when serving on the board, as the primary member. The legislative body of any voting entity appointing an alternate shall provide written notification to the secretary of the governing board of each appointment of an alternate in order for the appointment to be effective.

(D) A member of the governing board shall serve without compensation but may be reimbursed for actual expenses approved by the board.

(E) Each governing board member is entitled to one vote on each matter submitted for a vote.

(F) If a vacancy occurs on the governing board because of death, resignation, illness, or for other reason, the secretary of the governing board shall immediately provide written notice to ~~the County of Sacramento, in the case of a member appointed pursuant to clause (ii) of subparagraph (A), or~~ the qualified local agency appointing the board ~~member, in the case of any other member, member~~ of the need to appoint a replacement, and the replacement shall be appointed within 60 days of the transmittal of the notice. *The replacement shall be an official elected from the same body as the primary member.*

*(G) The governing board shall be established no later than January 1, 2028.*

(2) (A) An executive director of the agency. The initial executive director of the agency under the amended joint powers agreement shall be the current executive director of the Sacramento Housing and Redevelopment Agency.

(B) The governing board shall establish a removal and replacement process for the executive director.

(3) Bylaws, to be established by the governing board, which shall include, at a minimum, all of the following:

(A) A regular meeting schedule for the governing board, in accordance with the following:

(i) The schedule, location, time, and agenda of all regular and special governing board meetings shall be publicly noticed.

(ii) All meetings shall be open to the public, unless the matter is a proper one for closed session. All meetings shall comply with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).

*(iii) The governing board shall meet no fewer than 10 times per year.*

(B) (i) A code of ethics, the key expectations of which shall include all of the following:

(I) Act in the best interest of the agency.

(II) Do not use official positions for private gain.

(III) Abstain from decisions where personal or financial interests conflict with Agency interests.

(ii) Each member of the governing board and each employee shall uphold high standards of integrity, fairness, and transparency.

(iii) Each member of the governing board shall comply with the requirements of the Political Reform Act of 1974 (Title 9 (commencing with Section 81000)), and shall file statements of economic interests, as required by law.

(iv) The governing board shall establish process to address any ethics violations.

(C) A reimbursement process, including designating what qualifies as a reimbursable expense and establishing procedure for making payments.

(e) (1) The Sacramento Local Agency Formation Commission shall form and appoint members to an independent task force. Staff of existing entities shall not be appointed to the task force. Staff of the Sacramento Housing and Redevelopment Agency shall provide administrative support to the task force.

(2) The duties of the independent task force shall be to consolidate all entities for purposes of establishing the agency.

(3) The task force shall dissolve 60 days after the establishment of the governing board of the agency.

(f) The agency shall adopt a comprehensive strategic plan to address housing and homelessness no later than three years from the date the restructured agreement takes effect. The plan shall align with all relevant state and federal requirements. The agency shall submit the plan to the Legislature in compliance with Section 9795.

**6539.9.7-6539.9.9.** (a) The agency shall retain its legal identity as the public housing authority and redevelopment successor entity formerly known as the Sacramento Housing and Redevelopment Agency and shall continue to administer all existing housing, homelessness, and redevelopment programs in compliance with applicable law. An entity shall not be created that negates the duties of the agency.

(b) The agency shall assume or continue responsibility for the administration and oversight of programs for all participating entities in the joint powers agreement pursuant to this article, including, but not limited to, all of the following:

- (1) The Section 8 Housing Choice Voucher Program (42 U.S.C. Sec. 1437f; 24 C.F.R. 982).
- (2) The United States Department of Housing and Urban Development Veterans Affairs Supportive Housing (42 U.S.C. Sec. 1437f(o) (19)).
- (3) Public housing under Sections 1436d and 1437f of Title 42 of the United States Code.
- (4) (A) The Community Development Block Grant Program (42 U.S.C. Sec. 5301 et seq.).

*(B) The agency shall continue to administer Community Development Block Grant funds, as those funds were administered by the Sacramento Housing and Redevelopment Agency as of July 1, 2025.*

- (5) (A) The HOME Investment Partnerships Program (42 U.S.C. Sec. 12721 et seq.).
- (B) The agency shall continue to administer the City of Sacramento and County of Sacramento HOME Investment Partnership Program, as it was administered by the Sacramento Housing and Redevelopment Agency as of July 1, 2025.*
- (6) The Emergency Solutions Grants (42 U.S.C. Sec. 11371 et seq.).
- (7) The Continuum of Care Program (42 U.S.C. Sec. 11381 et seq. and 24 C.F.R. 578).
- (8) The Housing Opportunities for Persons With AIDS Program (42 U.S.C. Sec. 12901 et seq.).
- (9) State homelessness programs, including the Homeless Housing, Assistance, and Prevention program (Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code) and the Homekey program (Section 50675.1.1 of the Health and Safety Code).
- (10) Coordinated Entry System, a HUD-mandated Continuum of Care, as defined in subdivision (f) of Section 50490 of the Health and Safety Code.

(c) The agency shall comply with all applicable regulations and requirements, including, but not limited to, all of the following:

- (1) Sections 574, 576, 578, 960, 965, 982, and 990 of Title 24 of the Code of Federal Regulations.
- (2) With respect to public housing agency planning, Section 903 of Title 24 of the Code of Federal Regulations.
- (3) Continuum of Care governance, data, and performance standards mandated by the United States Department of Housing and Urban Development.
- (4) The Housing Authorities Law (Article 1 (commencing with Section 34200) of Chapter 1 of Part 2 of Division 24 of the Health and Safety Code).
- (5) Requirements under applicable state programs, including, but not limited to, the Homeless Housing, Assistance, and Prevention program (Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code) and the Homekey program (Section 50675.1.1 of the Health and Safety Code).
- (6) All applicable civil rights laws, including the federal Fair Housing Act (42 U.S.C. Sec. 3601 et seq.), including the mandate to affirmatively further fair housing; the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.); and Title VI of the federal Civil Rights Act of 1964 (42 U.S.C. Sec. 2000d et seq.).

(d) The agency shall maintain eligibility for all funding programs for which the Sacramento Housing and Redevelopment Agency or Sacramento Steps Forward previously qualified.

(e) *The* (1) Pursuant to agreements with the Sacramento Housing and Redevelopment Agency as of July 1, 2025, the agency shall be the designated recipient of all local housing trust funds and local housing ordinance fees collected by each participating entity within the joint powers agreement pursuant to Section ~~6539.9.6~~ ~~6539.9.7~~. These funds shall include, but are not limited to, the affordable housing ordinance fee collected by the County of Sacramento (Section 22.35.010 et seq. of the Sacramento County Code) and the mixed income housing ordinance fee collected by the City of Sacramento (Section 17.712.010 et seq. of the Sacramento City Code).

*(2) The funds and fees described in paragraph (1) shall only be spent within the jurisdiction from which they were originally collected and for the purposes for which they were originally collected.*

*(f) Notwithstanding any other law, the regional housing needs allocations pursuant to Section 65584 for all participating entities within the joint powers agreement pursuant to Section 6539.9.6 shall be consolidated into a single regional goal to be administered by the agency. The total regional housing needs assessment allocation for the joint powers agreement shall be reduced by 20 percent from the aggregate of the allocations that would otherwise apply to the participating entities individually.*

*(g)*

*(f) The agency shall be deemed a regional entity for the purposes of statewide housing and homelessness funding programs and shall be granted priority consideration for all applicable state housing and homelessness funding sources.*

~~(h) All housing tax increment revenues derived from former redevelopment areas and allocated to participating cities or to the County of Sacramento shall be transferred to the agency. These revenues shall be used exclusively for the development, preservation, and administration of affordable housing projects. The agency may issue bonds secured by these revenues to finance current and future housing initiatives.~~

**6539.9.11.** (a) The agency shall be the successor employer to the Sacramento Housing and Redevelopment Agency for all labor relations purposes, including, but not limited to:

- (1) Recognition of all employee organizations recognized as of the effective date of this act as the exclusive representative of the employees in an appropriate unit.
- (2) Enforcement of existing collective bargaining agreements.
- (3) Processing of pending grievances, arbitration proceedings, and unfair practice charges.
- (4) Compliance with all labor relations obligations and commitments.

(b) The restructuring and renaming of the agency pursuant to this act shall not interrupt, impair, or diminish the representation rights of any employee organization or the collective bargaining rights of represented employees.

(c) All collective bargaining agreements in effect between employee organizations and the Sacramento Housing and Redevelopment Agency as of the effective date of this act shall remain in full force and effect until their scheduled expiration dates.

(d) The agency shall assume responsibility for and be bound by all pending grievances, arbitration proceedings, and other labor relations matters from the predecessor agencies.

(e) Nothing in the establishment of the agency is intended to circumvent existing jurisdictional labor agreements, including project labor agreements or community workforce training agreements.

**6539.9.13.** (a) There shall exist within the agency the Homelessness Division.

(b) The Homelessness Division shall be comprised of both of the following:

- (1) Sacramento Steps Forward.
- (2) Participating members and experts from the Sacramento Continuum of Care, including those with lived experience of homelessness.

**6539.9.8-6539.9.15.** (a) The agency shall coordinate its operations with the housing and homelessness departments of each participating jurisdiction to ensure alignment of local priorities and effective delivery of services.

(b) The departments described in subdivision (a) include, but are not limited to, all of the following:

- (1) The Department of Homeless Services and Housing of the County of Sacramento.
- (2) The Department of Community Response of the City of Sacramento.
- (3) The Housing Division of the City of Elk Grove.
- (4) The Housing Division of the City of Rancho Cordova.
- (5) The Housing and Grants Division of the City of Citrus Heights.

(6) *The City of Folsom.*

(c) The agency may also consult with additional local departments, advisory bodies, or nonprofit partners as needed to fulfill its mission.

**6539.9.9-6539.9.17.** (a) The agency shall establish and maintain a standing advisory board to ensure compliance with federal and state requirements for public participation in housing authority and Continuum of Care governance.

(b) The advisory board shall be appointed by a majority vote of the governing board. The advisory board shall adopt bylaws for appointments, terms, and procedures.

(c) The advisory board shall include, but is not limited to, all of the following:

- (1) At least one individual currently or formerly experiencing homelessness, pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and at least one individual who is a current resident of public housing or low-income housing.
- (2) Representatives from community-based organizations, service providers, and housing developers.
- (3) Experts in behavioral health, public housing, and program implementation.

(d) The advisory board shall do all of the following:

- (1) Meet at least quarterly in publicly noticed meetings.

(2) Provide recommendations on funding, programs, planning, and performance.

(3) Fulfill United States Department of Housing and Urban Development and state consultation requirements for funding and compliance.

(4) Assist in development of the agency's strategic plan and annual updates.

(5) *Ensure all state and federal requirements of board participation are met.*

(e) The advisory board shall not have voting authority over governing board decisions.

(f) The advisory board shall consist of seven members, appointed as provided in subdivisions (b) and (c).

**6539.9.19.** *The provisions of this article are severable. If any provision of this article or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.*

~~SEC. 3. Article 3 (commencing with Section 50245) is added to Chapter 6.5 of Part 1 of Division 31 of the Health and Safety Code, to read:~~

~~3. Additional Rounds of the Homeless Housing, Assistance, and Prevention Program~~

~~50245.~~

**SEC. 3.** Article 4 (commencing with Section 50246) is added to Chapter 6.5 of Part 1 of Division 31 of the Health and Safety Code, to read:

**Article 4. Additional Rounds of the Homeless Housing, Assistance, and Prevention Program**

**50246.** Upon appropriation by the Legislature, for rounds of the Homeless Housing, Assistance, and Prevention program adopted after the effective date of the act that added this article, the department shall ensure that both of the following populations who need safe and stable housing and are experiencing traumatic homelessness, street violence, domestic violence and abuse, sexual abuse and assault, or human trafficking are given consideration:

(a) Former foster youth.

(b) Extremely low income households, very low income households, and lower income households.

**SEC. 4.** Section 50675.1.3 of the Health and Safety Code is amended to read:

**50675.1.3.** (a) Notwithstanding any other law, including subdivision (b) of Section 50675.1, funds appropriated to provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness, as defined by this section, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases, shall be disbursed in accordance with the Multifamily Housing Program, including as grants to cities, counties, cities and counties, and all other state, regional, and local public entities, including councils of government, metropolitan planning organizations, and regional transportation planning agencies designated in Section 29532.1 of the Government Code, as necessary, for the following uses:

(1) Acquisition or rehabilitation, or acquisition and rehabilitation, of motels, hotels, hostels, or other sites and assets, including apartments or homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, commercial properties, and other buildings with existing uses that could be converted to permanent or interim housing.

(2) Master leasing of properties for noncongregant housing.

(3) Conversion of units from nonresidential to residential.

(4) New construction of dwelling units.

(5) The purchase of affordability covenants and restrictions for units.

(6) Relocation costs for individuals who are being displaced as a result of rehabilitation of existing units.

(7) Capitalized operating subsidies for units purchased, converted, or altered with funds provided by this section.

(b) Where possible, the funds described in subdivision (a) shall be allocated by the department in a manner that takes into consideration all of the following:

(1) Need geographically across the state.

(2) The demonstrated ability of the applicant to fund ongoing operating reserves.

(3) The creation of new permanent housing options.

(4) The potential for state, federal, or local funding for capitalized operating reserves to make additional housing units financially viable through this program.

(c) Not less than 8 percent of the funds described in subdivision (a) shall be available for projects serving homeless youth, or youth at risk of homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal Regulations.

(d) Any conflict between the other requirements of the Multifamily Housing Program created by this chapter and this section shall be resolved in favor of this section, as may be set forth in the guidelines authorized by this section.

(e) The Department of Housing and Community Development may adopt guidelines for the expenditure of the funds appropriated to the department, and for the administration of this program. The guidelines shall not be subject to the requirements of Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

(f) Up to 5 percent of the funds received from the Coronavirus State Fiscal Recovery Fund established by the federal American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2) and appropriated for purposes of this section may be expended for the costs to administer the program, to the extent authorized by federal law.

(g) Up to 5 percent of any General Fund moneys appropriated for purposes of this section may be expended for the costs to administer this program.

(h) The department's annual report to the Legislature submitted under Section 50408 shall include, but not be limited to, all of the following:

(1) The amount of funds expended for the uses described in this section.

(2) The location of any properties for which the funds are used.

(3) The number of usable housing units produced, or planned to be produced, using the funds.

(4) The number of individuals housed, or likely to be housed, using the funds.

(5) The number of units, and the location of those units, for which operating subsidies have been, or are planned to be, capitalized using the funds.

(6) An explanation of how funding decisions were made for acquisition, conversion, or rehabilitation projects, or for capitalized operating subsidies, including what metrics were considered in making those decisions.

(7) Any lessons learned from the use of the funds.

(8) Proposed changes to the program to address lessons learned.

(i) Any project that uses funds received for any of the purposes specified in subdivision (a) shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and any applicable coastal plan, local or otherwise, and allowed as a permitted use, within the zone in which the structure is located, and shall not be subject to a conditional use permit, discretionary permit, or any other discretionary reviews or approvals.

(j) A report to be submitted pursuant to subdivision (h) shall be submitted in compliance with Section 9795 of the Government Code.

(k) Upon an appropriation by the Legislature for the purposes described in this section, the department shall administer funding according to the timeline set forth below, subject to any modifications set forth by the guidelines:

(1) The department may accept funding applications and issue awards on a continuous, over-the-counter basis until the funding has been exhausted or as otherwise required by law.

(2) Each award shall be expended on the uses authorized at subdivision (a), and in accordance with all relevant representations and descriptions in the application, within eight months of the date of the award. Applicants may ask the department for an extension of this timeframe on the grounds and according to the procedures set forth in the guidelines. The director shall have reasonable discretion to approve or deny such an extension upon conducting a full and good faith review of the applicant's extension request.

(l) For purposes of this section, "individuals and families who are homeless or who are at risk of homelessness" means persons and families that meet the qualifying definitions under Part 578.3 of Title 24 of the Code of Federal Regulations.

(m) To advance the objectives specified in Section 50675.1.1 or this section, the department may expand the population served beyond the population specified in subdivision (l) as specified by the guidelines authorized by this section.

(n) Upon appropriation by the Legislature for the purposes of this section after the effective date of the act that added this subdivision, the department shall ensure that both of the following populations who need safe and stable housing and are experiencing traumatic homelessness, street violence, domestic violence and abuse, sexual abuse and assault, or human trafficking are given consideration:

(1) Former foster youth.

(2) Extremely low income households, very low income households, and lower income households.

**SEC. 5.** Section 50675.17 is added to the Health and Safety Code, to read:

**50675.17.** Upon appropriation by the Legislature for the purposes of this chapter after the effective date of the act that added this section, the department shall ensure that both of the following populations who need safe and stable housing and are experiencing traumatic homelessness, street violence, domestic violence and abuse, sexual abuse and assault, or human trafficking are given consideration:

(a) Former foster youth.

(b) Extremely low income households, very low income households, and lower income households.

**SEC. 6.** The Legislature finds and declares, with respect to Section 2 of this act, that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique and urgent housing and homelessness conditions in the County of Sacramento and its major cities.

**SEC. 7.** If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

ATTACHMENT 2

2024-2026 Cooperation Agreement for CDBG Activities

**COOPERATION AGREEMENT  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITIES**

<b>Date</b>	1/01/2024
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AS OF THE ABOVE-WRITTEN DATE, AND IN CONSIDERATION OF THEIR MUTUAL OBLIGATIONS, THE GOVERNMENTAL UNIT AND AGENCY (DEFINED BELOW(COLLECTIVELY, THE “PARTIES”) ENTER INTO THIS “AGREEMENT” AND AGREE AS FOLLOWS:

1. AGENCY. “Agency” is the Sacramento Housing and Redevelopment Agency, a California joint powers agency, which has the address of 801 12<sup>th</sup> Street, Sacramento, California 95814. The County of Sacramento (“County”) is an “urban county” as that term is defined in 24 Code of Federal Regulations (“CFR”) Section 570.3. Agency has been designated by the County to administer the Community Development Block Grant Program (“CDBG”).
2. GOVERNMENTAL UNIT. The “Governmental Unit” and the Governmental Unit’s name and address for its principal place of business are the following:

**City of Folsom  
50 E Natoma St  
Folsom, CA**

3. The Governmental Unit is a “unit of general local government” as that term is defined in 24 CFR Section 570.3, and is further described as:

**City of Folsom**

4. COOPERATION AGREEMENT. By participating in the Urban County for the purposes of CDBG, the Governmental Unit automatically participates in the HOME Investment Partnerships Program (“HOME”) and Emergency Solutions Grants (“ESG”) programs. Agency on behalf of the County has the authority to carry out activities on behalf of the Governmental Unit and without consent of the local governing body which will be funded from annual CDBG, HOME, and ESG appropriations for the calendar years stated below and from any program income generated from the expenditure of such funds. This Agreement commences on the Effective Date and shall automatically renew at the expiration of the three-year qualification period (“Qualification Period”) for participation in successive Qualification Periods. The Agency shall, no later than the date specified in the U.S. Department of Housing and Urban Development (“HUD”) Urban County Qualification Notice (“Notice”) for the upcoming Qualification Period, notify the Governmental Unit in writing of its right not to participate in the upcoming Qualification Period, a copy of which the Agency shall provide to HUD no later than the date specified in Schedule II of the Notice. The Agency or Governmental Unit may provide written notice to the other of its election not to participate in the upcoming Qualification Period, a copy of which the Agency shall provide to HUD. The Agency and the Governmental Unit each agree to adopt any amendment to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in any Notice applicable for a subsequent Qualification Period, and to submit such amendment to HUD as provided in the Notice, and that such failure to comply will void the automatic renewal for such Qualification Period. Notwithstanding the foregoing, this Agreement remains in effect until the funds and program income received with respect to activities carried out during the three-year qualification period and successive qualification periods under agreements are expended and the funded activities completed. The Governmental Unit and Agency cannot terminate or withdraw from this Agreement during said periods.

<b>Program</b>	<b>“Qualification Period”/Program Years</b>
CDBG, HOME and ESG	January 1, 2024 through December 31, 2026

- a) The Governmental Unit and Agency shall cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing.
- b) The Governmental Unit and Agency will not obstruct the development or implementation of Consolidated Plans or One-Year Action Plans during the term of this Agreement and for such additional time as may be required for the expenditure of funds granted to the County for such period.
- c) In compliance with Urban County Certification, the County, Agency and the Governmental Unit agree to 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, including Title VI of Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968 and other applicable laws. Further, Agency and the Governmental Unit acknowledge that use of County funding is prohibited for activities in or in support of any cooperating unit of general or local government 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.
- d) The Governmental Unit has adopted and is enforcing 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 the Governmental Unit has adopted a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdictions.
- e) The Parties agree that the County has final responsibility for selecting CDBG, HOME, and ESG activities. The Agency will present projects and activities to the County for approval for the Governmental Unit. The Agency will submit the annual One-Year Action Plan to HUD. The Agency will fulfill the annual reporting requirement to HUD.
- f) The Governmental Unit agrees that, pursuant to 24 CFR Section 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR Section 570.503.
- g) The Governmental Unit agrees to undertake the necessary actions, as determined by the County, to carry out a community development program, approved One-Year Action Plans, and Consolidated Plans, and to fulfill all other applicable requirements of the CDBG, HOME, and ESG programs and other applicable laws.
- h) By executing this Agreement, the Governmental Unit acknowledges that it:
  - i) May not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the County's CDBG program;
  - ii) May receive a formula allocation under HOME and ESG, but only through the County; and
  - iii) May not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. A Governmental Unit is not precluded from applying to the State for HOME or ESG funds, if the State allows.
- i) The Governmental Unit must not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of local government, or 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 such funds for activities eligible under Title I of the Housing and Community Development Act of 1974.
- j) If Governmental Unit chooses to be excluded from the County, it must notify both the Agency and the HUD field office of its election to be excluded by the date specified in Notice CPD-17-03, Section II, Qualification Schedule, paragraph E; or as specified in subsequent notices.
- k) Agency may retain reasonable costs of administration for the programs from program funds, to the extent allowed by law.

**5. INDEMNIFICATION.** Agency shall indemnify, hold harmless and defend the Governmental Unit, its respective officers, directors, commissioners, advisory committee members, agents, and employees from third-party liability, claims, demands, reasonable attorney's fees, or litigation and related costs, including without limitation, court costs and investigator, witness, arbitrator and mediator fees, for any injury or damages to persons or property resulting directly from Agency's prosecution of work under this Agreement whether caused, in whole or part, by willful misconduct or grossly negligent act or omission by Agency, its officers, employees, or agents.

The Governmental Unit shall indemnify, and hold harmless, the Agency, its officers, agents, and employees from liability, claims, demands, attorney's fees, or litigation and related costs, including without limitation, court costs and investigator, witness, arbitrator and mediator fees, for any injury or damages to persons or property related to and arising from this Agreement and caused by an intentional act, or negligent act or omission of the Governmental Unit, or of its officers, employees, or agents acting within the scope of their authority.

**6. PERSONNEL, FACILITIES AND EQUIPMENT.** Agency represents that it has, or will, secure at its own expense all personnel, facilities and equipment required in performing the services under this Agreement. Such personnel must not be the Governmental Unit employees or have any contractual relationship with the Governmental Unit, except with the Governmental Unit's prior written approval.

**7. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.** During the performance of this Agreement, Agency agrees as follows:

a) Governmental Unit will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Governmental Unit setting forth the provisions of this nondiscrimination clause.

b) Governmental Unit will, in all solicitations or advertisements for employees placed by or on behalf of Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**8. INTERESTS OF OFFICIALS.** No member of the governing body of the Governmental Unit, and no other officer, employee or agent of the Governmental Unit who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from this Agreement. Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any portion of the project to which this Agreement pertains, or any other interest which would conflict in any manner or degree with the performance of his services under this Agreement. Agency further covenants that in the performance of this Agreement no person having any such interest shall be employed by Agency.

**9. COMPLIANCE WITH LAWS.** The parties must comply with all applicable laws, ordinances and codes of the federal, state and local governments, and must commit no trespass on any public or private property in performing any of their obligations under this Agreement.

**10. ASSIGNABILITY.** Each party is prohibited from assigning and waives all rights to assign or transfer any interest in this Agreement without the prior written approval of the other party. Any purported assignment of any rights and obligations under this Agreement without the prior written consent of the non-assigning party is a breach of this Agreement by the party purporting to assign it.

**11. THE GOVERNMENTAL UNIT COOPERATION.** The Governmental Unit will reasonably cooperate with Agency regarding this Agreement. As and when requested by Agency, the Governmental Unit will furnish to Agency any and all pertinent information which the Governmental Unit may possess during the time of performance of Agency's duties under this Agreement.

**12. CONFIDENTIALITY.** All information prepared or assembled by the Agency under this Agreement is confidential, to the extent permitted by law. Agency must not make this information available to any individual or organization without the prior written

approval of the Governmental Unit, except as may be required by law. Agency must immediately forward to the Governmental Unit all requests for information related to this Agreement made by a third party to Agency. Except as required by law, Agency must not disclose or permit the disclosure of any confidential information of the Governmental Unit, except to its agents, employees and other consultants, approved by the Governmental Unit, who need such confidential information for the proper performance of their duties related to this Agreement or on behalf of the Governmental Unit.

13. AGENCY'S STATUS. Agency for all purposes under this Agreement is an independent Agency and must maintain any and all licenses required by law for the performance of Agency's obligations under this Agreement. Except as expressly stated in this Agreement, the Governmental Unit is prohibited from directing the methods of Agency's work under this Agreement, requiring Agency's use of a Governmental Unit office for Agency's performance or setting regular working hours for Agency or Agency's employees.

14. AGREEMENT CONSTRUCTION AND ENFORCEABILITY. The existence, validity, construction and operation of this Agreement, and all its representations, terms and conditions shall conform to the laws of the State of California, exclusive of its conflicts of law rules. Throughout this Agreement, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the entire Agreement will be severable and remain in effect.

15. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Agreement.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Agreement will be binding on the parties. No changes to this Agreement are valid unless they are made by written amendment duly executed by the parties.

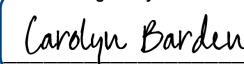
This Agreement is executed in Sacramento, California as of the date first above written.

**Agency**

SACRAMENTO HOUSING AND  
REDEVELOPMENT AGENCY

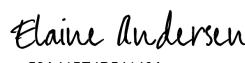
DocuSigned by:  
  
By: La Shelle Dozier 429DCBD0720D425...  
La Shelle Dozier  
Executive Director  
Date signed: 7/28/2023

Approved as to legal form:

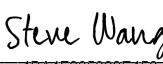
DocuSigned by:  
  
General Counsel Carolyn Barden 183D9ED5B37C4C7...

**Governmental Unit**

CITY OF Folsom

DocuSigned by:  
  
By: Elaine Andersen 53A415E4B54149A...  
Name: Elaine Andersen  
City Manager 7/28/2023  
Date Signed: 7/28/2023

Approved as to legal form:

DocuSigned by:  
  
City Attorney Steve Wang 4BA4F265329E456...

## RESOLUTION NO. 11045

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATION AGREEMENT WITH SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY FOR CONTINUED PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND RELATED ACTIVITIES FROM JANUARY 1, 2024, TO DECEMBER 31, 2026

**WHEREAS**, the City of Folsom remains committed to ensuring adequate and affordable housing for households in the City of Folsom; and

**WHEREAS**, there is a need in the City of Folsom to continue to provide financial assistance for home repairs to low-income seniors; and

**WHEREAS**, there is a need in the City of Folsom to upgrade and improve accessibility for persons with disabilities consistent with the Americans with Disabilities Act (ADA); and

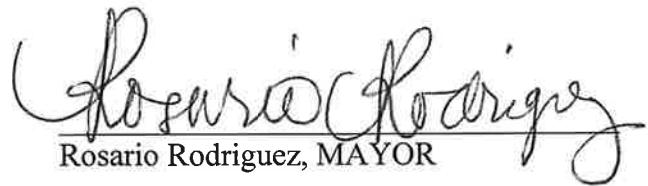
**WHEREAS**, execution of the cooperation agreement between the City and the Sacramento Housing and Redevelopment Agency (SHRA) will provide financial assistance to low-income seniors in the City of Folsom and allow participation in other eligible projects and programs (such as the ADA Upgrades and Renter's Helpline) with no fiscal impact to the City; and

**WHEREAS**, cooperation with the Sacramento Housing and Redevelopment Agency on the CDBG Program contributes to the City of Folsom 2021-2029 Housing Element goal of providing a range of housing services for Folsom residents with special needs, including seniors and persons with disabilities;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Folsom that the City Manager is authorized to execute an agreement with SHRA, in a form approved by the City Attorney, for continued participation in the Community Development Block Grant Program from January 1, 2024 to December 31, 2026.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of June 2023, by the following roll-call vote:

<b>AYES:</b>	Councilmember(s):	Rohrbough, Aquino, Chalamcherla, Kozlowski, Rodriguez
<b>NOES:</b>	Councilmember(s):	None
<b>ABSENT:</b>	Councilmember(s):	None
<b>ABSTAIN:</b>	Councilmember(s):	None



Rosario Rodriguez, MAYOR

ATTEST:



Lydia Konopka, DEPUTY CITY CLERK

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to facilitate double-sided printing  
and minimize paper use.*



CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE