

Attachment "B"

20-0378

Sample Joint Powers Agreement (JPA)

Agreement No. 20-243

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JOINT POWERS AGREEMENT FOR HOUSING AND
COMMUNITY DEVELOPMENT

THIS AGREEMENT (the "Agreement") is made this 23rd day of June, 2020, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and the incorporated CITIES OF FOWLER, KERMAN, KINGSBURG, MENDOTA, REEDLEY, SANGER, and SELMA, all municipal corporations of the State of California, located within the boundaries of the County of Fresno ("CITY" or "CITIES").

WITNESSETH

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

WHEREAS, the ACT requires that certain 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;

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;

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

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

1 community development activities and homeless services for each of the participating parties to
2 this Agreement in accordance with the provisions of the ACT, the laws of the State of California,
3 and the terms and conditions hereinafter provided.

4 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

5 1. The parties to this Agreement, pursuant to the requirements of the ACT, agree to
6 take all actions necessary to ensure compliance with the urban county's certification under
7 Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended,
8 and that the grant will be conducted and administered in conformity with Title VI of the Civil Rights
9 Act of 1964, the Fair Housing Act, and will affirmatively further fair housing. The parties to this
10 Agreement will also comply with Section 109 of Title I of the Housing and Community
11 Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans
12 with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban
13 Development Act of 1968, National Environmental Policy Act of 1969, Executive Order 11988,
14 24 CFR 570 pertaining to the CDBG Program regulations, and to comply with other applicable
15 laws.

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

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

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

1 assistance activities.

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

6 6. Pursuant to the ACT, the CITIES have adopted, and are enforcing:

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

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

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

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

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

1 ACT.

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

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

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

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

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

1 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. Each participating CITY must obtain prior written approval from the COUNTY
2 before making any modification or change in the use of any real property improved, in whole or
3 in part, using CDBG funds in excess of \$25,000. The CITY shall provide affected citizens with
4 notice of, and opportunity to comment on, any proposed change to the use of real property
5 improved with CDBG funds. If any real property improved with CDBG funds is sold and/or is
6 utilized by the CITY for a use which does not qualify under the CDBG Program, the CITY shall
7 reimburse the COUNTY in an amount equal to the current fair market value for the property, less
8 any proportional share thereof attributable to expenditures of non-CDBG funds. It is therefore
9 understood and agreed that pursuant to the ACT:

10 a. These requirements shall continue in effect for five years after the Project
11 is completed in HUD's Integrated Disbursement and Information System (IDIS).

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

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

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

24 24. The term of this Agreement shall commence on July 1, 2021 and shall terminate
25 on June 30, 2024. Notwithstanding the foregoing, this Agreement shall remain in effect until the
26 CDBG, HOME and ESG funds and program income received with respect to activities carried
27 out during the three-year qualification period are expended and the funded activities completed.
28 No parties to this Agreement may withdraw from, be released from, or terminate this Agreement

1 while the Agreement remains in effect. All parties to this Agreement are participants in the
2 preparation of the COUNTY's five-year Consolidated Plan, annual Action Plans, and
3 Consolidated Annual Performance and Evaluation Reports, and are obligated through the three-
4 year program period which includes said documents.

5 25. Notwithstanding the date of execution of this Agreement, it shall be effective on
6 July 1, 2021. Each CITY shall sign the Agreement prior to the COUNTY. The COUNTY shall
7 insert the date it signs the Agreement on page 1, lines 4-5. The COUNTY shall insert names of
8 all participating CITIES on page 1, lines 6 and 7.

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

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

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

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

COUNTY OF FRESNO

Ernest Buddy Mendes

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the
County of Fresno

Date: 6/23/20

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

By: *Rosa Cruz*
Deputy

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

SW:JN:
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July 19, 2019

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

DANIEL C. CEDERBORG, COUNTY COUNSEL

By: David C. Cederborg
Deputy

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JOINT POWERS AGREEMENT FOR HOUSING AND
COMMUNITY DEVELOPMENT

CITY OF FOWLER

By *Jessie Jones*

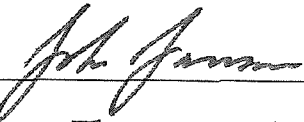
ATTEST:

Christa B. G. Deputy
City Clerk, City of Fowler

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JOINT POWERS AGREEMENT FOR HOUSING AND
COMMUNITY DEVELOPMENT

CITY OF KERMAN

By 

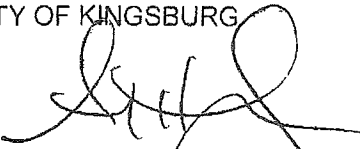
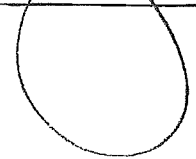
JOHN JANSONS, CITY MANAGER

ATTEST:


City Clerk, City of Kerman

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

3
4 CITY OF KINGSBURG

5 By 
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8 ATTEST:

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10 _____
11 City Clerk, City of Kingsburg

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JOINT POWERS AGREEMENT FOR HOUSING AND
COMMUNITY DEVELOPMENT

CITY OF MENDOTA

By 

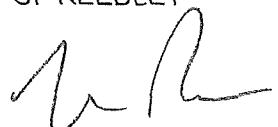
ATTEST:


City Clerk, City of Mendota
Celeste Cabrera-Garcia

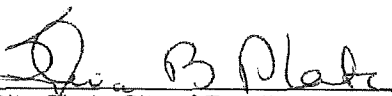


1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF REEDLEY

5 By 
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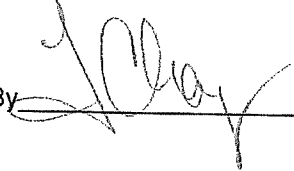
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11 City Clerk, City of Reedley

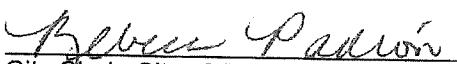
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF SANGER

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6 By  _____

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8 ATTEST:


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City Clerk, City of Sanger

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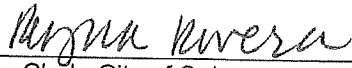
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JOINT POWERS AGREEMENT FOR HOUSING AND
COMMUNITY DEVELOPMENT

CITY OF SELMA

By 
Teresa Gallavan, City Manager

ATTEST:


City Clerk, City of Selma
Reyna Rivera