

**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;
- b. May receive a formula allocation under the ESG program only through the Urban County; and
- 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

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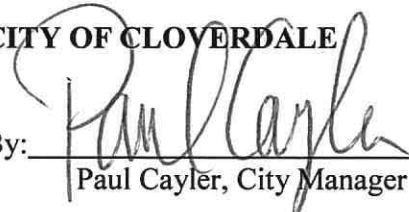
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County Community Development Commission

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By:  _____
Paul Cayler, City Manager

CITY OF COTATI

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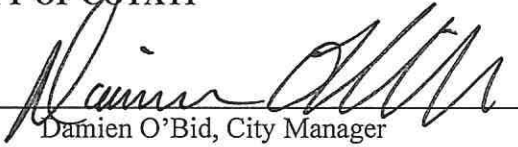
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By: _____
Margaret Van Vliet, Executive Director, Sonoma
County Community Development Commission

CITY OF CLOVERDALE

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Paul Cayler, City Manager

CITY OF COTATI

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Margaret Van Vliet, Executive Director, Sonoma
County Community Development Commission

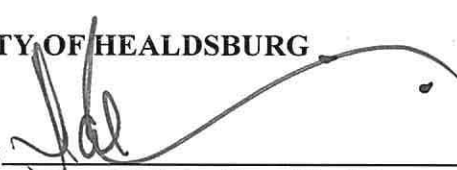
CITY OF CLOVERDALE

By: _____
Paul Cayler, City Manager

CITY OF COTATI

By: _____
Damien O'Bid, City Manager

CITY OF HEALDSBURG

By:  _____
David Mickaelian, City Manager

Attest

Caitlin Salalaha
Deputy City Clerk, Caitlin Salalaha

CITY OF ROHNERT PARK

By: Darrin Jenkins

Darrin Jenkins, City Manager

Per Minute Order adopted by the Rohnert Park City Council at its meeting of August 22, 2017.

CITY OF SEBASTOPOL

By: _____
Larry McLaughlin, City Manager

CITY OF SONOMA

By: _____
Cathy Capriola, City Manager

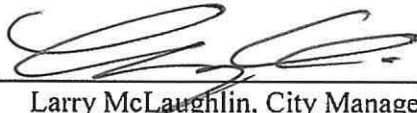
TOWN OF WINDSOR

By: _____
Camille Kazarian, Interim Town Manager

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

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Larry McLaughlin, City Manager

CITY OF SONOMA

By: _____
Cathy Capriola, City Manager

TOWN OF WINDSOR

By: Camille Kazarian
Camille Kazarian, Interim Town Manager

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

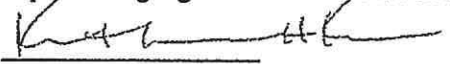
Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.


Signature/Authorized Official Date 5/6/2015
EXECUTIVE DIRECTOR

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2015 , _____ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its


jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

 5/5/2015
Signature/Authorized Official Date

EXECUTIVE DIRECTOR
Title

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

n/a

Signature/Authorized Official

Date

Title

Specific HOME Certifications


The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

 5/5/15
Signature/Authorized Official Date

EXECUTIVE DIRECTOR
Title

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.


Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.


Signature/Authorized Official

5/5/2015
Date

EXECUTIVE DIRECTOR
Title

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

n/a

Signature/Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.