

JOINT POWERS AGREEMENT
FOR
STATE OF CALIFORNIA
NEIGHBORHOOD STABILIZATION PROGRAM

THIS AGREEMENT dated for convenience as of this _____ day of _____, 2009, by and between the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the incorporated CITY of SANTA ROSA, a municipal corporation of the State of California, and located within the boundaries of the COUNTY, hereinafter referred to as "CITY";

W I T N E S S E T H:

WHEREAS, the COUNTY and the CITY desire to participate in the State of California Department of Housing and Community Development's (HCD) Neighborhood Stabilization Program (NSP) as authorized under Title III of Division B of the Housing and Economic Recovery Act of 2008 (HERA) for the purpose of assisting in the redevelopment of abandoned and foreclosed homes under the Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes and Residential Properties; and

WHEREAS, the COUNTY and the CITY 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, in its allocation methodology for NSP, HCD established a minimum threshold of \$1 million in order for jurisdictions to receive an NSP allocation from the State; and

WHEREAS, the COUNTY and the CITY did not individually meet the \$1 million threshold and are not individually authorized to receive an NSP allocation from the State; and

WHEREAS, HCD allows for individual jurisdictions that are contiguous with each other to qualify for an NSP allocation when their combined allocation meets or exceeds the minimum threshold and those jurisdiction enter into a joint agreement; and

WHEREAS, the combined allocation of the COUNTY and CITY do reach the \$1 million threshold; and

WHEREAS, the COUNTY and the CITY do hereby find and determine that it is in the best interest of the residents of the COUNTY and the CITY that NSP 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 SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION, a public body, corporate and politic (COMMISSION) to administer and execute the provisions of this Agreement on behalf of the COUNTY in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Essential Activities

This Agreement covers the NSP requirements and the Parties agree to cooperate to undertake, or assist in undertaking, Neighborhood Stabilization Program activities.

2. Authority to Carry Out Activities

The COUNTY is hereby designated as the sponsoring agency to administer and implement the State NSP for each of the participating parties to this Agreement in accordance with the provisions of the NSP and the terms and conditions provided herein. The manner in which such activities are implemented shall be mutually determined by the COUNTY and the CITY. The parties hereto agree that the COMMISSION shall carry out all necessary administrative and implementation activities on behalf of the COUNTY and the CITY in connection with the NSP.

The COUNTY shall have the authority to carry out activities which will be funded from the NSP and from any program income generated from the expenditure of such funds, even if it is generated from activities undertaken within or by the CITY. The COUNTY shall have final responsibility for selecting NSP activities and ensuring that NSP requirements are complied with throughout the activities period and after grant closeout.

3. Environmental Requirements

The COUNTY and the CITY agree to satisfy all requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), and that the COUNTY and the CITY agree that the COUNTY shall act as lead entity for compliance purposes for each project assisted with NSP funds.

4. Excessive Force Policy

The COUNTY and the CITY have adopted and are enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent 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 nonviolent civil rights demonstrations within its jurisdiction.

5. Program Income

- a. The CITY must inform the COUNTY of any income generated by the expenditure of NSP funds received by the CITY.
- b. Any such program income must be paid to the COUNTY.
- c. The COUNTY has the responsibility for monitoring and reporting to HCD on the use of any such program income.
- d. Program income paid by the CITY to the COUNTY shall be used for additional NSP eligible activities as stipulated in the Notice of Funding Availability (NOFA) and Application adopted by HCD and authorized under HERA.

e. In the event of close-out or change in status of the CITY, 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. Compliance with Section 104(b) of Title I of the Housing and Community Development Act

The COUNTY and the CITY 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, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

NSP funding is prohibited for activities in or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY'S actions to comply with its fair housing certification.

7. Written Agreement

Pursuant to 24 CFR 570.501(b), the COUNTY and the CITY are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

8. Audit Requirements

The COUNTY and the CITY 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 NSP funds for the year and shall meet the requirements of Government Code Section 6505.

9. Term of Agreement

This Agreement shall take effect upon its execution by the authorized representatives of each of the parties and shall remain in effect until the State NSP funds and program income received are expended and the funded activities completed. The COUNTY and the CITY shall not terminate or withdraw from this Agreement while it remains in effect.

10. No Veto Power

This Agreement contains no provisions for veto or other restrictions that would allow any party to this Agreement to obstruct the implementation of the approved State NSP application during the period covered by the applicants' NSP agreement with the State.

11. Agreement Binding

This Joint Power Agreement shall be binding upon the parties hereto and their successors and assigns.

12. Limitation of Liability

The COUNTY and the CITY agree that all activities of COUNTY as sponsoring agency under this Joint Power Agreement shall be funded solely from State NSP funds and program income, and that COUNTY and COMMISSION shall have no obligation to use other sources of funds to carry out such activities. The CITY agrees that they will indemnify, hold harmless, and defend COUNTY and COMMISSION from any claims or liabilities arising out of the activities of COUNTY and COMMISSION under this Agreement, except to the extent that such claims or liabilities arise out of the COUNTY'S or the COMMISSION'S negligence.

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

ATTEST:

COUNTY OF SONOMA

Clerk of the Board

By _____
PAUL E. KELLEY, CHAIRMAN
BOARD OF SUPERVISORS



Clerk of the City of Santa Rosa

CITY OF SANTA ROSA



By _____
SUSAN GORIN, MAYOR