



**AGENDA  
ORANGE COVE CITY COUNCIL  
SPECIAL MEETING  
July 19th, 2023  
5:00 PM**

City of Orange Cove Council Chambers  
633 6<sup>th</sup> St.  
Orange Cove, CA 93646

**1) CALL TO ORDER/WELCOME**

Roll call  
Invocation  
Flag Salute

**2) CONFIRMATION OF AGENDA**

**3) CONSENT**

*(All items listed under the consent calendar category are considered routine. The complete consent calendar will be enacted by one motion by ROLL CALL VOTE. For purposes of discussion, any council member may have an item removed from the consent calendar and made part of the regular agenda. The Council can then approve the remainder of the consent calendar).*

- 3-A)** Resolution No. 2023-33, approving the contract between the City of Orange and the Fresno-Madera Area Agency on Aging for FY 2023-2024. Velicescu
- 3-B)** Resolution No. 2023-35, approving of Resolution No. 2023-35 Amending the FY 2023-2024 General Fund Adopted Budget by increasing expenses for Dept 390 (Building & Planning) by \$40,907. Velicescu
- 3-C)** Resolution No. 2023-36 approval of General Services Administration (GSA) Per Diem Rates. Velicescu

#### 4) REGULAR BUSINESS

**4-A) SUBJECT:** Approval for Resolution No. 2023-34 to approve *Parra* the Resolution for Participating in the Fresno County Urban Community Development Block Grant Program.

**RECOMMENDATION:** Council to consider Resolution No. 2023-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE FOR PARTICIPATION IN THE FRESNO COUNTY URBAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR PROGRAM YEARS 2023-25, 2025-26, AND 2026-27

#### 5) PUBLIC COMMENT

*Notice(s) to the Public: At this time, any member of the public may address the City Council regarding any item over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public shall limit their remarks to three (3) minutes.*

#### 6) ADJOURNMENT

**ADA Notice:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 214. Notification 48 hours prior to the meeting will enable the city to make arrangements to ensure accessibility to this meeting.

**Documents:** Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at front counter at City Hall Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at [cityoforangecove.com](http://cityoforangecove.com).

## **STATEMENT ON RULES OF DECORUM AND ENFORCEMENT**

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

### **GENERAL RULES OF DECORUM**

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.

5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

## **ENFORCEMENT OF DECORUM RULES**

(Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the city council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the mayor if the majority of the Council believes the mayor or other presiding officer is not applying the rules of decorum appropriately.





## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council

**From:** Ellie Velicescu, Finance Director

**Subject:** Approval for Resolution No. 2023-33 approving the contract between the City of Orange and the Fresno-Madera Area Agency on Aging for FY 2023-2024.

### **BACKGROUND:**

The City of Orange Cove has a contract with the Fresno-Madera Area Agency on Aging to provide services for our senior citizens. The local contract must be approved annually by the City Council.

### **RECOMMENDATION:**

For the City Council to approve the contract with the Fresno-Madera Area Agency on Aging for the fiscal year 2023-2024. The amount awarded was \$23,250.00.

### **FISCAL IMPACT:**

\$23,250 of senior center expense reimbursements.

Prepared by: Finance Director \_\_\_\_\_

Approved by: Ellie Velicescu \_\_\_\_\_

REVIEW: Finance Director \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

#### **TYPE OF ITEM:**

#### **COUNCIL ACTION: APPROVED DENIED NO ACTION**

|   |  |
|---|--|
| <input checked="" type="checkbox"/> Consent | _____ Public Hearing                       |
| _____ Info Item                             | _____ Matter Initiated by a Council Member |
| _____ Action Item                           | _____ Other                                |
| _____ Department Report                     | _____ Continued to: _____                  |
| _____ Redevelopment Agency                  |  |

**RESOLUTION NO. 2023-33**

**A RESOLUTUION OF THE CITY COUNCIL OF THE CITY ORANGE COVE  
APPROVING CONTRACT WITH THE  
FRESNO-MADERA AREA AGENCY ON AGING (FMAAA)**

**WHEREAS** the City Council of the City of Orange Cove hereby approves Contract Number 23-0261ARP with the Fresno-Madera Area Agency on Aging (FMAAA) for fiscal year 2023-2024.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Manager is hereby authorized to execute the contract and necessary supporting documents for said contract.

**CLERK'S CERTIFICATION**

I, Dora Silva, Municipal City Clerk of the City of Orange Cove, certify that the forgoing Resolution was adopted by the Council of the City of Orange Cove, at a regular City Council meeting held on July 19, 2023, by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCIL MEMBER: |
| NOES:    | COUNCIL MEMBER: |
| ABSENT:  | COUNCIL MEMBER: |
| ABSTAIN: | COUNCIL MEMBER: |

ATTEST:

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Dora Silva Municipal City Clerk  
City of Orange Cove

**CONTRACT BETWEEN  
CITY OF ORANGE COVE  
AS SERVICE PROVIDER**

**AND**

**FRESNO-MADERA AREA AGENCY ON AGING  
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)  
2520 WEST SHAW LANE, SUITE 101A, FRESNO, CA 97311  
MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711**

- A. Name and principal address of service contractor (hereinafter referred to as service provider):

**City of Orange Cove  
633 6th Street  
Orange Cove, CA 93646**

- B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2023 to June 30, 2024, subject, however, to earlier termination as provided herein.
- C. No expenditure or obligation for the funding allocation in this contract period, as noted in paragraph B, may be incurred after June 30, 2024.
- D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

| <b>Approved by Fresno-Madera Area Agency on Aging Governing Board on JUNE 21, 2023</b> |  |                            |                                 |
|--|--|----------------------------|---------------------------------|
| Federal Grantor:   | U.S. Department of Health and Human Services               |                            |                                 |
| Pass Through Grantor:  | Fresno-Madera Area Agency on Aging                         |                            |                                 |
| Older Americans Act Title:   | Title III C1 Congregate Nutrition, Federal CFDA No. 93.045 |                            |                                 |
| Contract No.:  | 23-0261ARP   | Service:                   | Site Management                 |
| Site   | 12-Month<br>Funding Cycle                                  | One-Time<br>Start-Up Costs | Contract Period<br>Grant Amount |
| Orange Cove Senior Center  | \$23,250   | Used FY 22-23              | \$23,250                        |
| <b>Total Term of Contract Grant Award:</b>   |  |                            | <b>\$23,250</b>                 |

- E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.
- F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.





## Agency on Aging

Change The Way You Age

June 27, 2023

Daniel T. Parra, City Manager  
City of Orange Cove  
633 Sixth Street  
Orange Cove, CA 93646

City Manager Parra,

The Fresno-Madera Area Agency on Aging's Governing Board has approved an award of American Rescue Plan (ARP) funds to the City of Orange Cove as follows:

**Contract no. 23-0261ARP, Title III C1 Congregate Nutrition, Site Management**

Orange Cove Senior Center

\$23,250 Maximum Expenditure

Please note, grant awards are contingent on sufficient funds made available from the State of California to the Agency on Aging and/or by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs.

Two sets of contract documents are enclosed. Page i, *Documents Required to Execute Contract*, is included as a guide for contract completion. We will provide contract components that are available in electronic format via e-mail. Please provide two complete and signed sets of the contract documents to our office at your earliest convenience.

Pending finalization of the fiscal year 2022-2023 contract, this letter will serve as your authority to provide the Title III C1 Congregate Nutrition Site Management Program with the City of Orange Cove under contract no. 23-0261ARP as of July 1, 2023. The authority contained herein expires September 30, 2023, or when the contract is fully executed, whichever comes first.

Please contact me at 559-319-0863 with any questions.

Sincerely,

Hillaree Bennett  
Program Director

Fresno-Madera Area Agency on Aging

Mailing Address: 2037 W. Bullard Avenue, #512 • Fresno, CA 93711  
Phone 559.214.0299 • Fax 559.243.5651 • Email [services@fmaaa.org](mailto:services@fmaaa.org)





**Date:** July 19, 2023  
**To:** Mayor and City Council  
**From:** Ellie Velicescu, Finance Director  
**Subject:** Approval of Resolution No. 2023-35 Amending the FY 2023-2024 General Fund Adopted Budget by increasing expenses for Dept 390 (Building & Planning) by \$40,907.

**Attachments:** Resolution No. 2023-35

**BACKGROUND:**

The Building and Planning department needs to add a housing element plan expense of \$80,000 to the FY 2023-2024 budget as well as reduce professional services by \$40,000 and make an expense change line item that will reduce the overall general fund budget for the city by \$40,907.

**RECOMMENDATION:**

Staff recommends that the City Council approve the attached resolution no.2023-35 amending the FY 2023-2024 general fund budget for Dept 390 (Building & Planning).

**FISCAL IMPACT:**

Reduce general fund city budget for FY 2023-2024 by \$40,907

Prepared by: Ellie Velicescu

Approved by: \_\_\_\_\_

REVIEW: City Manager: \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

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**TYPE OF ITEM:**                      **COUNCIL ACTION:   APPROVED   DENIED   NO ACTION**

☒ Consent

☐ Public Hearing

☐ Info Item

☐ Matter Initiated by a Council Member

☐ Action Item

☐ Other

☐ Department Report

☐ Continued to: \_\_\_\_\_

☐ Redevelopment Agency

**RESOLUTION NO. 2023-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ORANGE COVE ADOPTING BUDGET AMENDMENT NO.1 AMENDING THE FY 2023-24 GENERAL  
FUND ADOPTED BUDGET.**

WHEREAS, the City Council of the City of Orange Cove has reviewed the anticipated revenues and the proposed expenditures for the 2023-24 fiscal year: and

WHEREAS, the City Council of the City of Orange Cove has, because of the review, identified those programs and expenditures which would be most beneficial to the needs of the City of Orange Cove.

WHEREAS, the City Council of the City of Orange Cove has determined an increase in expenditures to the budget for the Housing element of \$80,000 for (Department 390 Building Inspector /Planning Services) and a decrease to professional services of \$ 40,000 and an expense line-item change, overall adding expenses to the city budget of \$40,907. The expense will be from the General Fund for FY 2023-2024.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Orange Cove that the FY 2023-24 General Fund Revenue Budget be reduced by the amount of \$40,907 for fiscal year 2023-24 and is hereby approved as shown in attachment A.

This Resolution was adopted by the City Council of the City of Orange Cove at a meeting held on July 19th, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Diane Guerra Silva, Mayor

ATTEST:

APPROVED AS TO FORM

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Dora Silva, Municipal City Clerk

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Megan Dodd, City Attorney

Attachment A  
2023-2024 ANNUAL BUDGET  
EXPENDITURES  
BLDG INSPECTOR/PLANNING SERVICES - Department No. 390

| GENERAL FUND                              | ACCOUNT     | ACTUAL<br>EXPENSES<br>2019-2020 | ACTUAL<br>EXPENSES<br>2020-2021 | ESTIMATED<br>EXPENSES<br>2021-2022 | ESTIMATED<br>EXPENSES<br>2022-2023 | ADOPTED<br>2023-2024 |
|---|-------------|---------------------------------|---------------------------------|------------------------------------|------------------------------------|----------------------|
| <b>Personnel Services</b>                 |             |                                 |                                 |                                    |                                    |                      |
| Salaries/Wages                            | 51-4100-390 | 33,754                          | 102,065                         | 38,301                             | 80,569                             | 117,303              |
| Temporary Salaries                        | 51-4150-390 | -                               | 27,822                          | 36,079                             | -                                  | -                    |
| Overtime                                  | 51-4200-390 | -                               | -                               | 600                                | -                                  | -                    |
| PERS Retirement                           | 51-4400-390 | 4,052                           | 2,443                           | 2,050                              | 6,132                              | 11,565               |
| Health Insurance                          | 51-4500-390 | 2,608                           | 9,882                           | 1,388                              | 19,876                             | 31,772               |
| Vision Insurance                          | 51-4505-390 | -                               | -                               | -                                  | -                                  | -                    |
| Worker's Comp Insurance                   | 51-4600-390 | 1,464                           | 2,430                           | 1,629                              | 2,532                              | 9,247                |
| Dental Insurance                          | 51-4615-390 | -                               | -                               | -                                  | 367                                | 2,224                |
| State Unemployment Insurance              | 51-4700-390 | 220                             | 1,039                           | 238                                | 344                                | -                    |
| Life Insurance                            | 51-4775-390 | -                               | -                               | -                                  | -                                  | -                    |
| Social Security                           | 51-4800-390 | 2,869                           | 5,144                           | 5,781                              | 6,173                              | 7,273                |
| Medicare                                  | 51-4815-390 | -                               | -                               | -                                  | -                                  | 1,701                |
| SDI                                       | 51-4900-390 | 339                             | 656                             | 421                                | 807                                | 1,036                |
| <b>Total Personnel Services</b>           |             | <b>45,306</b>                   | <b>151,481</b>                  | <b>86,487</b>                      | <b>116,799</b>                     | <b>182,121</b>       |
| <b>Operations and Maintenance</b>         |             |                                 |                                 |                                    |                                    |                      |
| Operating Expense                         | 51-5050-390 | 22,160                          | 4,859                           | 1,336                              | 3,811                              | 4,000                |
| Ad/Publications                           | 51-5200-390 | 510                             | 450                             | 1,366                              | -                                  | 400                  |
| Printing/Copy                             | 51-5220-390 | -                               | -                               | -                                  | 676                                | 500                  |
| Communication                             | 51-5250-390 | 354                             | 407                             | 484                                | 435                                | 500                  |
| Housing Element Plan                      | 51-6514-390 | -                               | -                               | 10,000                             | 14,010                             | 80,000               |
| Annexation Plan                           | 51-5511-390 | -                               | 24,113                          | -                                  | -                                  | -                    |
| Professional Services                     | 51-5500-390 | 156,005                         | 59,930                          | 196,592                            | 134,686                            | 75,000               |
| Insurance/Bonding                         | 51-5600-390 | 1,729                           | 1,291                           | 1,112                              | 2,074                              | 4,000                |
| Travel/Conference                         | 51-5700-390 | 335                             | 191                             | 2,799                              | 2,401                              | 4,000                |
| Auto Allowance                            | 51-5740-390 | -                               | -                               | -                                  | -                                  | 1,000                |
| Vehicle Repairs                           | 51-5750-390 | -                               | -                               | -                                  | -                                  | -                    |
| Gas, Oil & Lube                           | 51-5760-390 | 462                             | 331                             | -                                  | -                                  | -                    |
| <b>Total Operations &amp; Maintenance</b> |             | <b>181,555</b>                  | <b>91,572</b>                   | <b>213,689</b>                     | <b>158,092</b>                     | <b>169,400</b>       |
| <b>DEPARTMENT TOTAL</b>                   |             | <b>226,861</b>                  | <b>243,053</b>                  | <b>300,176</b>                     | <b>274,891</b>                     | <b>351,521</b>       |





## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council

**From:** Ellie Velicescu, Finance Director

**Subject:** Approval for Authorizing Resolution 2023-36 for the use of the GSA U.S. General Services Administration Per Diem rates for all training and/or conferences that staff or councilmembers attend

### **RECOMMENDATION:**

Staff recommends the Council approve this staff report suggesting we approve the IRS Per Diem rates table for all training and/or conferences that staff and council members attend. Follow link for correct rates: [https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems\\_report&fiscal\\_year=2023&state=NY&city=&zip=](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2023&state=NY&city=&zip=)

### **BACKGROUND:**

The cities' current Per Diem rates are not in accordance with the allowed Per Diem rates the IRS allows for employees/councilmembers who travel for conferences and/or training. The U.S. General Services Administration prints out yearly per diem rates for employers to follow. It's important to keep track of the correct per diem so that employees don't have to provide receipts and for the per diem to become a reimbursement and non-taxable. To receive a per diem rate the employee needs to travel more than 50 miles outside of the City of Orange Cove limits. For those employees that do not receive per diem, those employees will receive an out-of-pocket reimbursement for lunch if lunch isn't provided by the conference/training. The lunch reimbursement will be \$20. A receipt will be required for a reimbursement. The employee will also qualify for mileage reimbursement

Prepared by: Finance Director \_\_\_\_\_

Approved by: Ellie Velicescu \_\_\_\_\_

REVIEW: Finance Director \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

### **TYPE OF ITEM:**

### **COUNCIL ACTION: APPROVED DENIED NO ACTION**

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Consent   | <input type="checkbox"/> Public Hearing                       |
| <input type="checkbox"/> Info Item            | <input type="checkbox"/> Matter Initiated by a Council Member |
| <input type="checkbox"/> Action Item          | <input type="checkbox"/> Other                                |
| <input type="checkbox"/> Department Report    | <input type="checkbox"/> Continued to: _____                  |
| <input type="checkbox"/> Redevelopment Agency |   |



if a city car isn't available for use. The starting point of such reimbursement will be from the City of Orange Cove. Mileage will be reimbursed at the IRS business mileage rate (which changes yearly).

**FISCAL IMPACT:**

None.

**CONFLICT OF INTEREST:**

None.

**RESOLUTION NO. 2023-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
AUTHORIZING THE USE OF THE GSA U.S. GENERAL SERVICES  
ADMINISTRATION PER DIEM RATES FOR ALL TRAINING AND/OR  
CONFERENCES THAT STAFF OR COUNCILMEMBERS ATTEND**

**WHEREAS**, City of Orange Cove employees and councilmembers regularly attend training sessions and conferences on behalf of the City; and

**WHEREAS**, the City's current per diem rates are not in accordance with the allowed Per Diem rates the IRS sets for employees who travel for conferences and/or training; and

**WHEREAS**, the U.S. General Services Administration publishes annual per diem rates for employers to use; and

**WHEREAS**, the City, by this resolution, intends to adopt the annual per diem rates published by the U.S. General Services Administration.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Cove that:

1. The City of Orange Cove intends to follow the annual per diem rates published by the U.S. General Services Administration for all employees or councilmembers who travel for conferences and/or training.
2. To receive a per diem rate, an employee or councilmember must travel more than 75 miles outside the City of Orange Cove.
3. If traveling to a single-day training, an employee or councilmember will receive a per diem rate for lunch, if lunch is not provided.
4. Employees and councilmembers will be reimbursed for their mileage based upon the IRS business mileage rate, if a City vehicle is not available. Mileage subject to reimbursement will be miles traveled from the City of Orange Cove to the conference, and back to the City of Orange Cove. The City will not reimburse for miles traveled to and from the employee or councilmember's home.

**PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of July 2023, at a special meeting of the Orange Cove City Council by the following vote:**

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSTAIN: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:



APPROVED:

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Diana Guerra-Silva  
Mayor

ATTEST:

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Dora Silva, Municipal City Clerk



U.S. General Services Administration

## Meals &amp; Incidentals (M&amp;IE) Breakdown

| Primary Destination               | County   | M&IE Total | Continental Breakfast/Breakfast | Lunch | Dinner | Incidental Expenses | First & Last Day of Travel |
|-----------------------------------|--|------------|---------------------------------|-------|--------|---------------------|----------------------------|
| Antioch / Brentwood / Concord     | Contra Costa   | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Bakersfield / Ridgecrest          | Kern   | \$64       | \$14                            | \$16  | \$29   | \$5                 | \$48.00                    |
| Barstow / Ontario / Victorville   | San Bernardino   | \$64       | \$14                            | \$16  | \$29   | \$5                 | \$48.00                    |
| Death Valley                      | Inyo /<br>NAWS<br>China Lake   | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Eureka / Arcata / McKinleyville   | Humboldt   | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Fresno                            | Fresno   | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Los Angeles                       | Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Mammoth Lakes                     | Mono   | \$79       | \$18                            | \$20  | \$36   | \$5                 | \$59.25                    |
| Mill Valley / San Rafael / Novato | Marin  | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Monterey                          | Monterey   | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Napa                              | Napa   | \$79       | \$18                            | \$20  | \$36   | \$5                 | \$59.25                    |
| Oakhurst                          | Madera   | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Oakland                           | Alameda  | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Palm Springs                      | Riverside  | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Point Arena / Gualala             | Mendocino  | \$79       | \$18                            | \$20  | \$36   | \$5                 | \$59.25                    |
| Sacramento                        | Sacramento   | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| San Diego                         | San Diego  | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| San Francisco                     | San Francisco  | \$79       | \$18                            | \$20  | \$36   | \$5                 | \$59.25                    |
| San Luis Obispo                   | San Luis Obispo  | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| San Mateo / Foster City / Belmont | San Mateo  | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Santa Barbara                     | Santa Barbara  | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |

| Primary Destination              | County  | M&IE Total | Continental Breakfast/Breakfast | Lunch | Dinner | Incidental Expenses | First & Last Day of Travel |
|----------------------------------|---|------------|---------------------------------|-------|--------|---------------------|----------------------------|
| Santa Cruz                       | Santa Cruz  | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Santa Monica                     | City limits of Santa Monica                       | \$79       | \$18                            | \$20  | \$36   | \$5                 | \$59.25                    |
| Santa Rosa                       | Sonoma  | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| South Lake Tahoe                 | El Dorado   | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Standard Rate                    | Applies for all locations without specified rates | \$59       | \$13                            | \$15  | \$26   | \$5                 | \$44.25                    |
| Stockton                         | San Joaquin                                       | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Sunnyvale / Palo Alto / San Jose | Santa Clara                                       | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Tahoe City                       | Placer  | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Truckee                          | Nevada  | \$79       | \$18                            | \$20  | \$36   | \$5                 | \$59.25                    |
| Visalia                          | Tulare  | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| West Sacramento / Davis          | Yolo  | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Yosemite National Park           | Mariposa  | \$79       | \$18                            | \$20  | \$36   | \$5                 | \$59.25                    |



**PAYCHECK PROTECTION LOAN DATA NOW AVAILABLE** — FederalPay is now hosting the latest publicly released PPP loan company data from the SBA (Updated June 30, 2023)

## FY 2023 Federal Per Diem Rates

FY 2023 Per Diem Rates apply from **October 2022 - September 2023**.

**Per-diems** are fixed amounts to be used for lodging, meals, and incidental expenses when traveling on official business. Federal per diem rates are set by the General Services Administration (GSA) and are used by all government employees, as well as many private-sector employees who travel for their companies.

The per-diem amount you will be issued for meals and lodging depends on the location to which you are traveling. There are almost 400 destinations across the United States for which a special per-diem rate has been specified. For travel to any other areas within the United States, the FY 2023 general per diem rates are used.

Read more about how Per-diems work [here](#).

### FY 2023 General Rates: ⓘ

**\$98.00**

per night lodging

**\$59.00**

per day meals

The per diem rates shown here are averages of all of the per diem rates within each state as of January 2023. For a full schedule of per diem rates by destination, click on any of the states below.

| State                | Number Per-Diem Destinations | Average Meals & Incidentals Rate | Average Lodging Rate |
|----------------------|------------------------------|----------------------------------|----------------------|
| Alabama              | 67                           | \$59.30                          | \$99.23              |
| Arizona              | 16                           | \$63.38                          | \$116.10             |
| Arkansas             | 75                           | \$59.07                          | \$98.07              |
| California           | 59                           | \$67.14                          | \$136.31             |
| Colorado             | 64                           | \$63.61                          | \$120.19             |
| Connecticut          | 8                            | \$64.00                          | \$108.75             |
| Delaware             | 3                            | \$62.33                          | \$126.61             |
| District Of Columbia | 1                            | \$79.00                          | \$220.17             |
| Florida              | 67                           | \$62.13                          | \$121.76             |
| Georgia              | 159                          | \$59.41                          | \$99.81              |
| Idaho                | 44                           | \$60.14                          | \$106.15             |
| Illinois             | 102                          | \$59.54                          | \$100.34             |
| ▼ Indiana            | 92                           | \$59.43                          | \$98.87              |

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| State          | Number Per-Diem Destinations | Average Meals & Incidentals Rate | Average Lodging Rate |
|----------------|------------------------------|----------------------------------|----------------------|
| Maine          | 16                           | \$62.13                          | \$113.94             |
| Maryland       | 24                           | \$63.58                          | \$119.06             |
| Massachusetts  | 16                           | \$69.94                          | \$167.72             |
| Michigan       | 83                           | \$60.02                          | \$101.64             |
| Minnesota      | 87                           | \$59.86                          | \$100.32             |
| Mississippi    | 82                           | \$59.12                          | \$98.32              |
| Missouri       | 115                          | \$59.30                          | \$99.99              |
| Montana        | 56                           | \$60.07                          | \$102.81             |
| Nebraska       | 93                           | \$59.05                          | \$98.13              |
| Nevada         | 17                           | \$60.18                          | \$100.59             |
| New Hampshire  | 10                           | \$62.00                          | \$120.81             |
| New Jersey     | 21                           | \$65.43                          | \$121.98             |
| New Mexico     | 33                           | \$59.91                          | \$103.72             |
| New York       | 62                           | \$63.68                          | \$117.18             |
| North Carolina | 100                          | \$59.70                          | \$100.66             |
| North Dakota   | 53                           | \$59.00                          | \$98.00              |
| Ohio           | 88                           | \$59.80                          | \$101.14             |
| Oklahoma       | 77                           | \$59.06                          | \$98.08              |
| Oregon         | 36                           | \$60.53                          | \$105.65             |
| Pennsylvania   | 68                           | \$60.40                          | \$102.79             |
| Rhode Island   | 5                            | \$64.00                          | \$135.42             |
| South Carolina | 46                           | \$60.96                          | \$108.99             |
| South Dakota   | 66                           | \$59.45                          | \$99.08              |
| Tennessee      | 95                           | \$59.53                          | \$100.00             |
| Texas          | 255                          | \$59.43                          | \$101.22             |
| Utah           | 29                           | \$60.55                          | \$107.52             |
| Vermont        | 14                           | \$63.64                          | \$114.57             |
| Virginia       | 134                          | \$60.27                          | \$104.97             |
| Washington     | 39                           | \$63.74                          | \$110.97             |
| West Virginia  | 55                           | \$59.09                          | \$98.22              |
| Wisconsin      | 72                           | \$59.49                          | \$99.32              |
| Wyoming        | 23                           | \$61.17                          | \$117.10             |

\*\* This Document Provided By [www.FederalPay.org](http://www.FederalPay.org) - The Civil Employee's Resource \*\*

Source: [www.federalpay.org/perdiem/2023](http://www.federalpay.org/perdiem/2023)





U.S. General Services Administration

## Meals &amp; Incidentals (M&amp;IE) Breakdown

| Primary Destination                     | County  | M&IE Total | Continental Breakfast/Breakfast | Lunch | Dinner | Incidental Expenses | First & Last Day of Travel |
|---|---|------------|---------------------------------|-------|--------|---------------------|----------------------------|
| Albany                                  | Albany  | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Binghamton                              | Broome  | \$64       | \$14                            | \$16  | \$29   | \$5                 | \$48.00                    |
| Buffalo                                 | Erie  | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Floral Park / Garden City / Great Neck  | Nassau  | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Glens Falls                             | Warren  | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Ithaca                                  | Tompkins  | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Kingston                                | Ulster  | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Lake Placid                             | Essex   | \$79       | \$18                            | \$20  | \$36   | \$5                 | \$59.25                    |
| New York City                           | Bronx / Kings / New York / Queens / Richmond      | \$79       | \$18                            | \$20  | \$36   | \$5                 | \$59.25                    |
| Niagara Falls                           | Niagara   | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Nyack / Palisades                       | Rockland  | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Poughkeepsie                            | Dutchess  | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Riverhead / Ronkonkoma / Melville       | Suffolk   | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Rochester                               | Monroe  | \$69       | \$16                            | \$17  | \$31   | \$5                 | \$51.75                    |
| Saratoga Springs / Schenectady          | Saratoga / Schenectady                            | \$64       | \$14                            | \$16  | \$29   | \$5                 | \$48.00                    |
| Standard Rate                           | Applies for all locations without specified rates | \$59       | \$13                            | \$15  | \$26   | \$5                 | \$44.25                    |
| Syracuse / Oswego                       | Onondaga / Oswego                                 | \$64       | \$14                            | \$16  | \$29   | \$5                 | \$48.00                    |
| Tarrytown / White Plains / New Rochelle | Westchester                                       | \$74       | \$17                            | \$18  | \$34   | \$5                 | \$55.50                    |
| Troy                                    | Rensselaer  | \$64       | \$14                            | \$16  | \$29   | \$5                 | \$48.00                    |
| West Point                              | Orange  | \$64       | \$14                            | \$16  | \$29   | \$5                 | \$48.00                    |





## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council

**From:** Dan Parra, City Manager

**Subject:** Approval for Resolution No. 2023-34 approving the participation in the Fresno County Urban Community Development Block Grant for Program Years 2023-25, 2025-26, and 2026-27.

### **RECOMMENDATION:**

Staff recommends the Council approve this staff report approving the participation in the Fresno County Urban Community Development Block Grant for Program Years 2023-25, 2025-26, and 2026-27.

### **BACKGROUND:**

The Joint Powers Agreement with participating cities allows each city to be added to a pool with the County. Rather than have each city apply for a singular competitive grant the JPA allows the County to apply to many grants as a whole and offering more opportunities for each city to use grants funds. Currently the following cities participate in this JPA. City of Fowler, Kerman, Kingsburg, Mendota, Reedley, Sanger, and Selma. As part of a JPA the county can allow a city to allocate funds to the city who can benefit the most from the grant if the two cities agree to such allocation movement. Overall, this is a beneficial program that the City of Orange Cove should adopt.

### **FISCAL IMPACT:**

None.

### **CONFLICT OF INTEREST:**

None.

Prepared by: Finance Director \_\_\_\_\_

Approved by: Dan Parra \_\_\_\_\_

REVIEW: City Manager \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

#### **TYPE OF ITEM:**

#### **COUNCIL ACTION: APPROVED DENIED NO ACTION**

\_\_\_\_ Consent  
\_\_\_\_ Info Item  
X Action Item  
\_\_\_\_ Department Report  
\_\_\_\_ Redevelopment Agency

\_\_\_\_ Public Hearing  
\_\_\_\_ Matter Initiated by a Council Member  
\_\_\_\_ Other  
\_\_\_\_ Continued to: \_\_\_\_\_

**RESOLUTION NO. 2023-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE FOR PARTICIPATION IN THE  
FRESNO COUNTY URBAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR PROGRAM  
YEARS 2023-25, 2025-26, AND 2026-27**

**WHEREAS**, the City of Orange Cove seeks grant funds to deliver projects and services to residents; and

**WHEREAS**, the County of Fresno and its partner cities must requalify for Urban County entitlement status with the U.S. Department of Housing and Urban Development (HUD) in order to receive funds under the Federal Community Development Block Grant (CDBG) and related Home Investment Partnerships Act (HOME) Program; and

**WHEREAS**, the City of Orange Cove wishes to participate in the Fresno County Joint Powers Authority (JPA) that seeks CDBG funding on a regional basis with commensurate shares going to each participating city; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Cove that:

1. The City intends to join the Fresno County CDBG JPA for program years 2024-25, 2025-26, and 2026-27.
2. The City Council authorizes and directs the City Manager to take all necessary actions and execute any documents necessary to join and/or participate in the Fresno County CDBG JPA for program years 2024-25, 2025-26, and 2026-27.

**PASSED, APPROVED AND ADOPTED** this 19th day of July 2023, at a special meeting of the Orange Cove City Council by the following vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSTAIN: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

APPROVED:

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Diana Guerra-Silva, Mayor

ATTEST:

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Dora Silva, Municipal City Clerk





# Board Agenda Item

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DATE: August 8, 2023

TO: Board of Supervisors

SUBMITTED BY: Steven E. White, Director  
Department of Public Works and Planning

Sanja Bugay, Director  
Department of Social Services

SUBJECT: Joint Powers Agreement with Participating Cities for the County of Fresno's Urban County Program for Community Development Block Grant, Home Investment Partnerships, and Emergency Solutions Grants Entitlement Funding for July 1, 2024 through June 30, 2027

## RECOMMENDED ACTION(S):

**Approve and authorize the Chairman to execute a Joint Powers Agreement with the cities of Fowler, Kerman, Kingsburg, Mendota, Reedley, Sanger, and Selma for the County of Fresno's Urban County Program to receive Community Development Block Grant, Home Investment Partnerships, and Emergency Solutions Grants Entitlement Funding administered by the Department of Housing and Urban Development for the period of July 1, 2024 through June 30, 2027.**

Approval of the recommended action will ensure the Department of Public Works and Planning (PWP), the Department of Social Services (DSS), the unincorporated areas of the County, and the cities of Fowler, Kerman, Kingsburg, Mendota, Reedley, Sanger, and Selma (collectively, participating cities) continue to be eligible recipients of funding administered by the U.S. Department of Housing and Urban Development (HUD), including the annual entitlements of Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) Entitlement funds by re-establishing an Urban County Program through a Joint Powers Agreement (JPA). This item is countywide.

## ALTERNATIVE ACTION(S):

Federal regulations require the lead agency for the Urban County Program (i.e. the County) to execute a cooperative agreement with cities that elect to participate in the Urban County Program and receive entitlement funding from HUD for CDBG, HOME, and ESG. The JPA satisfies this requirement. Should your Board choose not to execute a JPA with the participating cities, the County would no longer qualify to receive future entitlement allocations from HUD, as the unincorporated areas of the County alone would not meet the Urban County population threshold requirements.

## FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended action. PWP utilizes CDBG and HOME funds for eligible activities and administrative costs, while DSS utilizes ESG funds for eligible activities and administrative costs. In general, the three funding sources support infrastructure, housing and

housing rehabilitation, and homeless services, respectively. Public and social services projects may be funded with up to 15% of the CDBG allocation, which may be shared with DSS or other departments for projects designated in the County's Annual Action Plan. Administrative costs of up to 20% of CDBG, 10% of HOME, and 7.5% of ESG are allowed. Negligible staff time is spent annually on the JPA itself.

#### DISCUSSION:

Federal regulations require the County and any participating cities to recertify the Urban County Program to HUD every three years to maintain eligibility to receive CDBG, HOME, and ESG entitlement funds. The County's JPA, which has been in effect in one form or another since January 7, 1975, satisfies the cooperative agreement recertification requirement. The current three-year JPA was authorized by the Board on June 23, 2020, and runs from July 1, 2021 through June 30, 2024. In the earlier decades the JPA focused on CDBG, but over time the HOME and ESG programs were added. HUD requires all three programs to be addressed in the JPA; however, much of the JPA language is concerned with the particulars of CDBG, as the participating cities bear individual responsibilities specific to CDBG.

By entering into a JPA with the County, the participating cities agree that the County is responsible for submitting the required five-year Consolidated Plan, submitting the Annual Action Plan and grant applications, and administering the HOME and ESG programs. Responsibilities for CDBG are shared, with the participating cities serving as subrecipients overseeing their own infrastructure projects and PWP staff supporting overall administration, infrastructure projects for the unincorporated areas of the County, and completing environmental reviews for HUD-funded activities.

On December 2, 2022, the County notified the 13 eligible cities of the option to participate with the County in the Urban County Program to receive annual CDBG allocations during the three-year period of July 1, 2024 through June 30, 2027. The seven cities of Fowler, Kerman, Kingsburg, Mendota, Reedley, Sanger, and Selma have elected to join with the County for the three-year period and have submitted the required documents. The cities of Fresno and Clovis were not invited to participate in the Urban County Program, as they have sufficient populations to each qualify as a metropolitan city and are eligible to receive a direct entitlement from HUD.

The six cities of Coalinga, Firebaugh, Huron, Orange Cove, Parlier, and San Joaquin are not participating in the JPA ending in 2024 and either clearly elected to remain non-participants for the new JPA or did not respond to inquiries from PWP. However, any interested city has the option to join the Urban County Program with sufficient notification prior to the start of the next program year. Those cities not participating in the Urban County Program may be eligible to compete individually for funds from the State's CDBG Program.

The JPA continues to include provisions to accelerate activity implementation in order to comply with Federal expenditure requirements. These include a process for the temporary reallocation of CDBG funds between cities, with mutual consent of the County and the participating cities, so that the overall allocation of entitlement funds shared between the County and its partner cities will be expended timely.

New to the JPA this year are the inclusion of subsections and headings to facilitate the readability of the document. Additionally, a new exhibit to the JPA puts into writing the methodology used by PWP for the distribution of the CDBG funds to the cities. PWP uses the same formula components (population, double-weighted poverty, and overcrowded housing units) as those used by HUD to issue CDBG funds to the Urban County Program.

As noted in HUD Notice CPD-23-02, "Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2024-2026," HUD requires the County's JPA to "contain, or be accompanied by, a legal opinion from the county's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the county." County Counsel's signature on a certification within



the JPA is required in order to satisfy this requirement.

OTHER REVIEWING AGENCIES:

Participation in the JPA has been authorized by the respective city councils of the participating cities. Their authorizing resolutions are available as Attachment 1. Language to refer to the JPA in the authorizing resolutions may vary from the actual JPA language as the recommended agreement's language was modified for clarity and transparency after the JPA notification letters were sent out on December 2, 2022.

REFERENCE MATERIAL:

BAI #50, June 23, 2020

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Attachment 1

On file with Clerk - Joint Powers Agreement

CAO ANALYST:

Salvador Espino

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JOINT POWERS AGREEMENT  
COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and  
EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING  
FOR JULY 1, 2024 TO JUNE 30, 2027

THIS JOINT POWERS AGREEMENT (the "Agreement") is executed this \_\_\_\_ day of July, 2023, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and each city listed under "Participating Cites" in Exhibit A "Record of Participating and Non-Participating Cities," attached hereto and by this reference incorporated herein (collectively hereinafter referred to as "CITY" or "CITIES"). References in this Agreement to party or parties shall be understood to refer to COUNTY and CITIES unless otherwise specified. It is further understood that any references to "units of local government" shall refer to the CITIES. Collectively, the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) entitlement programs funded by the U.S. Department of Housing and Urban Development (HUD) shall be known as the URBAN COUNTY PROGRAM.

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 cooperative 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

1 in housing and community development activities funded by CDBG, HOME, and ESG;

2 WHEREAS, the COUNTY and the CITIES do hereby find and determine that it is in the  
3 best interest of the residents of the unincorporated area of the COUNTY and of the CITIES that  
4 housing and community development activities be performed jointly in accordance with the  
5 provisions of this Agreement in that HUD recommends the expenditure of funds for such  
6 purpose on a regional basis; and

7 WHEREAS, the COUNTY requalified for entitlement status as an urban county to  
8 administer and implement the CDBG, HOME and ESG programs for housing and community  
9 development activities and homeless services on behalf of the CITIES in accordance with the  
10 provisions of the ACT, the laws of the State of California, and the terms and conditions  
11 hereinafter provided.

12 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

13 **I. TERM**

14 The term of this Agreement shall commence on July 1, 2024 and shall terminate  
15 on June 30, 2027. This Agreement covers the following Federal Fiscal Years and the following  
16 Program Years:

| Federal Fiscal Years                  | Program Years                 |
|---------------------------------------|-------------------------------|
| October 1, 2023 to September 30, 2024 | July 1, 2024 to June 30, 2025 |
| October 1, 2024 to September 30, 2025 | July 1, 2025 to June 30, 2026 |
| October 1, 2025 to September 30, 2026 | July 1, 2026 to June 30, 2027 |

21 Notwithstanding the foregoing, this Agreement shall remain in effect until the  
22 CDBG, HOME and ESG funds and program income received with respect to activities carried  
23 out during the three-year qualification period are expended and the funded activities completed.

24 **II. NO ABILITY TO WITHDRAW OR TERMINATE**

25 No parties to this Agreement may withdraw from, be released from, or terminate  
26 this Agreement while the Agreement remains in effect.

27 All parties to this Agreement shall be participants in the preparation of the  
28 COUNTY's next five-year Consolidated Plan, Annual Action Plans, and Consolidated Annual

1 Performance and Evaluation Reports.

2 **III. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

3 A. The parties to this Agreement, pursuant to the requirements of the ACT,  
4 agree to take all actions necessary to ensure compliance with the urban county's certification  
5 under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as  
6 amended, and that the grant will be conducted and administered in conformity with Title VI of  
7 the Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, the Fair  
8 Housing Act and the implementing regulations at 24 CFR part 100, and will affirmatively further  
9 fair housing. The parties to this Agreement will also sign the assurances and certifications in  
10 the HUD 424-B and comply with Section 109 of Title I of the Housing and Community  
11 Development Act of 1974 and the implementing regulations at 24 CFR part 6, Section 504 of  
12 the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR part 8, Title II of the  
13 Americans with Disabilities Act and the implementing regulations at 28 CFR part 35, the Age  
14 Discrimination Act of 1975 and the implementing regulation at 24 CFR part 146, Section 3 of  
15 the Housing and Urban Development Act of 1968, National Environmental Policy Act of 1969,  
16 Executive Order 11988, 24 CFR 570 pertaining to the CDBG program regulations, and to  
17 comply with other applicable laws.

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

24 C. The parties to this Agreement, pursuant to the requirements of the ACT,  
25 agree to cooperate to undertake, or assist in undertaking, community renewal and lower-  
26 income housing assistance activities.

27 D. The parties to this Agreement understand the COUNTY is prohibited  
28 from funding activities in, or in support of, any CITY that does not affirmatively further fair



1 housing within its own jurisdiction or that impedes the COUNTY's actions to comply with its fair  
2 housing certification.

#### 3 **IV. RESPONSIBILITIES OF THE COUNTY**

4 A. The COUNTY is responsible for program administration and  
5 implementation; determining needs; setting goals; preparing and submitting a five-year  
6 Consolidated Plan, Annual Action Plan, annual Consolidated Annual Performance and  
7 Evaluation Reports, and all required assurances or certifications to HUD; and has the final  
8 authority for approving CDBG, HOME, and ESG program activities and priorities.

9 B. The COUNTY is responsible for overseeing and administering the  
10 implementation of the URBAN COUNTY PROGRAM in the unincorporated areas of the  
11 County.

12 C. The COUNTY shall be responsible for monitoring and reporting to HUD  
13 the use of any program income generated from activities funded by this Agreement.

14 D. The COUNTY is responsible for notifying non-participating CITIES  
15 annually of their ability to join the URBAN COUNTY PROGRAM.

16 E. The COUNTY shall make available to each CITY any special funding  
17 allocations that may be based on the CITIES' participation with the COUNTY in the CDBG  
18 program. These programs may include, but shall not be limited to, special allocations of CDBG  
19 or HOME funds that exceed the annual entitlements provided through this Agreement during  
20 the term of this Agreement.

#### 21 **V. RESPONSIBILITIES OF THE CITIES**

22 A. Pursuant to the ACT, by signing this Agreement, each CITY affirms that  
23 it has adopted and is enforcing:

24 1. A policy prohibiting the use of excessive force by law  
25 enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil  
26 rights demonstrations.

27 2. A policy of enforcing applicable State and local laws against  
28 physically barring entrance to or exit from a facility or location which is the subject of such

1 non-violent civil rights demonstrations within its jurisdiction.

2 B. It is understood and agreed that pursuant to the ACT, each participating  
3 CITY:

4 1. May not apply for grants from appropriations under the State  
5 CDBG program for fiscal years during the period in which it participates in the URBAN  
6 COUNTY PROGRAM;

7 2. May receive a formula allocation under the HOME program only  
8 through the URBAN COUNTY PROGRAM. Thus, even if the URBAN COUNTY PROGRAM  
9 does not receive a HOME formula allocation, the participating unit of local government cannot  
10 form a HOME consortium with other local governments. (Note: This does not preclude the  
11 COUNTY or a unit of government participating with the URBAN COUNTY PROGRAM from  
12 applying to the State for HOME funds if the State allows); and

13 3. May receive a formula allocation under the ESG program only  
14 through the URBAN COUNTY PROGRAM. This does not preclude the COUNTY or a unit of  
15 general local government participating with the URBAN COUNTY PROGRAM from applying to  
16 the State for ESG funds if the State allows.

17 C. Each CITY must follow all applicable requirements within the URBAN  
18 COUNTY PROGRAM's Citizen Participation Plan. Citizen participation and the Local Public  
19 Meeting Process requirements must be met prior to the CITY submitting to the COUNTY any  
20 application for CDBG funding for a new project.

21 D. Each CITY must maintain records that demonstrate compliance with fair  
22 housing, accessibility, and civil rights objectives. These records shall be provided to the  
23 COUNTY upon request.

24 E. The CITIES do not have the power to veto or otherwise restrict, obstruct  
25 implementation, or withhold support to the community development and housing assistance  
26 activities referred to in the Consolidated Plan and Annual Action Plan, for any program year  
27 covered by this Agreement and/or such additional time as may be required for the expenditure  
28 of funds granted to the COUNTY for such period.

1 F. Nothing herein shall be construed as limiting, in any manner, the powers  
2 of any of the respective parties to initiate and complete a local activity within their respective  
3 jurisdiction with their own funds.

4 **VI. ALLOCATION OF HOME FUNDING**

5 A. The COUNTY agrees to make HOME funds available for eligible  
6 activities (including housing rehabilitation, homebuyer assistance, and housing development)  
7 within the jurisdiction of the unincorporated area of the COUNTY and the CITIES through its  
8 Department of Public Works and Planning Community Development Division.

9 B. HOME funds will be provided on a first-come, first-served basis for  
10 eligible applicants.

11 C. The authority to approve HOME funds for eligible housing developers,  
12 entities, and agencies for eligible activities shall rest with the COUNTY's Board of Supervisors.

13 D. CITIES participating in the URBAN COUNTY PROGRAM do not receive  
14 individual allocations of HOME funds.

15 **VII. ALLOCATION OF ESG FUNDING**

16 A. The COUNTY shall administer an ESG program for homeless services  
17 and other eligible activities through its Department of Social Services in partnership with the  
18 Fresno-Madera Continuum of Care (FMCOC).

19 B. In accordance with applicable Federal law supporting services based on  
20 recipients' relative needs, the COUNTY may use its ESG funds for the residents of the entire  
21 COUNTY. To the extent possible, the COUNTY shall prioritize ESG services for residents of  
22 the CITIES and unincorporated areas of the COUNTY, though service points may be centrally  
23 located (i.e. within the City of Fresno) and outside the URBAN COUNTY PROGRAM  
24 jurisdiction.

25 C. As the COUNTY and FMCOC align priorities and leverage funding by  
26 jointly coordinating homeless services, CITIES participating in the URBAN COUNTY  
27 PROGRAM do not receive individual allocations of ESG funds.

28 ///

1                   **VIII.    ALLOCATION OF CDBG FUNDING TO CITIES**

2                   A.       The allocation of new incoming Federal funds for annual expenditures on  
3 CDBG activities shall be made in accordance with Exhibit B "CDBG Funding Distribution." This  
4 distribution follows the mathematical methodology used by HUD in its Formula A calculations  
5 described in the HUD publication, "CDBG Formula Targeting to Community Development  
6 Need" (February 1, 2005) and which is currently accessible for viewing at the weblink:  
7 <https://www.huduser.gov/portal/publications/commdev/cdbgAssess.html>.

8                   B.       It is understood and agreed that any proposed CDBG expenditure is  
9 subject to the condition that a different distribution of funds may occur at the COUNTY's  
10 discretion when made necessary to comply with the ACT, including but not limited to  
11 expenditure requirements.

12                  C.       If a CITY's CDBG funds are advanced to one or more other participating  
13 CITIES in order to accelerate expenditures, including but not limited to meet requirements for  
14 timeliness of expenditures, the CITY advancing funds shall be reimbursed by the recipient of  
15 those funds with the recipient's next program year allocation(s).

16                  D.       Any CDBG funds remaining available to any CITY and not allocated  
17 during the term of this Agreement to an activity upon which substantial progress is being made,  
18 will no longer be available to that CITY should that CITY not enter into the next succeeding  
19 Joint Powers Agreement. Such CDBG funds shall be distributed to the COUNTY and the then-  
20 participating CITIES of that Joint Powers Agreement, based upon the formula established by  
21 the ACT.

22                   **IX.    CITIES AS SUBRECIPIENTS OF CDBG FUNDS**

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



1           **X.       CDBG PROGRAM ACTIVITIES**

2           A.       Each CITY agrees to develop and complete eligible program activities in  
3 a timely manner so that the URBAN COUNTY PROGRAM will comply with Federal expenditure  
4 requirements. Time is of the essence in completing these activities.

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

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

20          D.       If a CITY, due to unforeseen and uncontrollable circumstances, cannot  
21 comply with the time schedule within an executed project agreement, the schedule for the  
22 activity may be extended by the COUNTY. If an extension is granted, the CITY shall take all  
23 appropriate measures to ensure the adjusted timeline is met.

24          E.       Determination regarding substantial progress towards goals and  
25 spending shall be made by the COUNTY in its sole discretion.

26           **XI.     CITY REIMBURSEMENT OF CDBG FUNDS DUE TO AUDIT FINDING OR**  
27 **CANCELLATION**

28          A.       If a CITY does not comply with subrecipient requirements and is required

1 to repay funds received as a result of a Federal audit finding, the CITY shall repay CDBG funds  
2 used for the project back to HUD. The source of the repaid funds shall be in accordance with  
3 HUD guidelines.

4 B. If a CITY, for any reason, cancels a program activity without completion,  
5 the CITY shall reimburse to the COUNTY the amount of all CDBG funds provided to the CITY  
6 for the activity. The reimbursed amount of funds shall be credited back to the CITY's allocation  
7 of CDBG funds.

## 8 XII. CDBG PROGRAM INCOME

9 A. CDBG Program Income shall not be factored into the CDBG Allocation  
10 formula; however, consistent with the ACT, the COUNTY may retain 20% of all CITY-generated  
11 program income received for COUNTY's administrative purposes.

12 B. The reporting obligation of the CITIES pursuant to the ACT shall include  
13 the following (as may be amended by HUD from time to time):

14 1. A participating CITY must inform the COUNTY when any program  
15 income is generated by the expenditure of CDBG funds.

16 2. In the event of close-out of the CDBG program or a change in  
17 status of a participating CITY, each participating CITY must inform the COUNTY of any CDBG  
18 generated program income received, regardless of whether the income was received before or  
19 after the close-out or change in status.

20 3. Any program income generated by a CITY CDBG-funded activity  
21 must be paid to the COUNTY. The COUNTY shall credit the amount to that CITY'S CDBG  
22 allocation in August of the fiscal year following when program income was accrued for use on  
23 subsequent CITY CDBG-eligible activities in accordance with Federal requirements; provided  
24 that the CITY is participating in the URBAN COUNTY PROGRAM at the time the program  
25 income is generated.

26 4. If the CITY is not participating in the URBAN COUNTY  
27 PROGRAM at the time the program income is generated, the COUNTY is not obligated to  
28 credit the amount to that CITY'S CDBG allocation for use on subsequent CITY CDBG-eligible

activities should that CITY return to the URBAN COUNTY PROGRAM.

5. CDBG program income will be made available to a CITY either upon receipt by the COUNTY, or not later than the subsequent program year.

### **XIII. REAL PROPERTY ACQUIRED OR IMPROVED WITH CDBG FUNDS**

A. The following requirements shall continue in effect for five years after the Project is completed in HUD's Integrated Disbursement and Information System (IDIS):

1. Each participating CITY must obtain prior written approval from the COUNTY before making any modification or change in the use of any real property improved, in whole or in part, using CDBG funds in excess of \$25,000.

2. The CITY shall provide affected citizens with notice of, and opportunity to comment on, any proposed change to the use of real property improved with CDBG funds.

3. If any real property improved with CDBG funds is sold and/or is utilized by the CITY for a use which does not qualify under the CDBG requirements, the CITY shall reimburse the COUNTY in an amount equal to the current fair market value for the property, less any proportional share thereof attributable to expenditures of non-CDBG funds.

B. It is therefore understood and agreed that pursuant to the ACT:

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

2. If a CITY is required to repay the COUNTY for reasons described in this Section of the Agreement, the COUNTY shall make the repaid funds available to that CITY for eligible CDBG activities in accordance with Federal requirements; provided that the CITY is participating in the URBAN COUNTY PROGRAM at the time of the reimbursement.

### **XIV. HOLD HARMLESS**

Each party to this Agreement shall indemnify, defend and hold harmless

1 the other parties, their officers, agents, employees and representatives, from any and all loss,  
2 liability, costs, expenses and damage to persons or property, and from any and all claims,  
3 demands and actions in law or equity (including attorney's fees and legal expenses) arising or  
4 alleged to have arisen directly from the wrongful act caused by its respective activities pursuant  
5 to this Agreement.

6 **XV. ASSIGNMENT OF AGREEMENT**

7 This Agreement shall be binding upon the parties hereto and their  
8 successors and assigns.

9 **XVI. SIGNED IN COUNTERPARTS**

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

17 **XVII. ELECTRONIC SIGNATURES**

18 The parties agree that this Agreement may be executed by electronic  
19 signature as provided in this section.

20 A. An "electronic signature" means any symbol or process intended by an  
21 individual signing this Agreement to represent their signature, including but not limited to (1) a  
22 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
23 scanned and transmitted (for example by PDF document) version of an original handwritten  
24 signature.

25 B. Each electronic signature affixed or attached to this Agreement (1) is  
26 deemed equivalent to a valid original handwritten signature of the person signing this  
27 Agreement for all purposes, including but not limited to evidentiary proof in any administrative  
28 or judicial proceeding, and (2) has the same force and effect as the valid original handwritten



signature of that person.

C. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

D. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

E. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and any party may sign this Agreement with an original handwritten signature.

#### **XVIII. AUTHORIZED SIGNATURES**

A. Each CITY represents and warrants to the COUNTY that:

1. The CITY is duly authorized and empowered to sign and perform its obligations under this Agreement.

2. The individual signing this Agreement on behalf of the CITY is duly authorized to do so and his or her signature on this Agreement legally binds the CITY to the terms of this Agreement.

#### **XIX. ENTIRE AGREEMENT**

This Agreement, Exhibit A, and Exhibit B constitute the entire agreement between the CITIES and the COUNTY with respect to the subject matter hereof, and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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

3  
4 COUNTY OF FRESNO

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7 \_\_\_\_\_  
8 Sal Quintero, Chairman of the  
9 Board of Supervisors of the  
County of Fresno

10 Date: \_\_\_\_\_

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

14 By: \_\_\_\_\_  
15 Deputy

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20 FUND NO: 0001  
21 SUBCLASS NO: 10000  
22 ORG NO: 7205  
23 ACCOUNT NO: 7885

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6/01/2023

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

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6 DANIEL C. CEDERBORG, COUNTY COUNSEL  
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8 By: \_\_\_\_\_  
9 Deputy  
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1 JOINT POWERS AGREEMENT  
2 COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT  
3 BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and  
4 EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING  
5 FOR JULY 1, 2024 TO JUNE 30, 2027

6  
7 CITY OF FOWLER

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9 By \_\_\_\_\_

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12 ATTEST:

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15 City Clerk, City of Fowler

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1 JOINT POWERS AGREEMENT  
2 COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT  
3 BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and  
4 EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING  
5 FOR JULY 1, 2024 TO JUNE 30, 2027

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7 CITY OF KERMAN

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9 By \_\_\_\_\_

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12 ATTEST:

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15 City Clerk, City of Kerman

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1 JOINT POWERS AGREEMENT  
2 COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT  
3 BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and  
4 EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING  
5 FOR JULY 1, 2024 TO JUNE 30, 2027

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7 CITY OF KINGSBURG

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9 By \_\_\_\_\_

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12 ATTEST:

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15 City Clerk, City of Kingsburg

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1 JOINT POWERS AGREEMENT  
2 COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT  
3 BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and  
4 EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING  
5 FOR JULY 1, 2024 TO JUNE 30, 2027

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7 CITY OF MENDOTA

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9 By \_\_\_\_\_

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12 ATTEST:

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15 City Clerk, City of Mendota

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1 JOINT POWERS AGREEMENT  
2 COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT  
3 BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and  
4 EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING  
5 FOR JULY 1, 2024 TO JUNE 30, 2027

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7 CITY OF REEDLEY

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9 By \_\_\_\_\_

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12 ATTEST:

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15 City Clerk, City of Reedley

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1 JOINT POWERS AGREEMENT  
2 COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT  
3 BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and  
4 EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING  
5 FOR JULY 1, 2024 TO JUNE 30, 2027

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7 CITY OF SANGER

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9 By \_\_\_\_\_

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12 ATTEST:

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15 City Clerk, City of Sanger

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1 JOINT POWERS AGREEMENT  
2 COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT  
3 BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and  
4 EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING  
5 FOR JULY 1, 2024 TO JUNE 30, 2027

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7 CITY OF SELMA

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9 By \_\_\_\_\_

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12 ATTEST:  
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15 City Clerk, City of Selma

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1 JOINT POWERS AGREEMENT  
2 COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT  
3 BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and  
4 EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING  
5 FOR JULY 1, 2024 TO JUNE 30, 2027

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7 CITY OF ORANGE COVE

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9 By \_\_\_\_\_

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12 ATTEST:

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15 City Clerk, City of Orange Cove

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## **Record of Participating and Non-Participating Cities**

To meet both U.S. Department of Housing and Urban Development (HUD) and County amendment processing time requirements, the last date to notify the County in writing of a desire to join the URBAN COUNTY PROGRAM for:

- The Program Year beginning July 1, 2025 and ending on June 30, 2026, is April 1, 2024.
- The Program Year beginning July 1, 2026 and ending on June 30, 2027, is April 1, 2025.

Any subsequent amendment to add a city and modify this agreement may occur after June 30<sup>th</sup>, but must be before the HUD-determined deadline announced for that program year, which varies based on HUD's annual notice date.

**As of the date of execution, for the period of time from July 1, 2024 to June 30, 2027 the following cities, all municipal corporations of the State of California, located within the boundaries of the County of Fresno shall be included as "Participating Cities" in this Agreement and known as "CITY" or "CITIES":**

Fowler  
Kerman  
Kingsburg  
Mendota  
Orange Cove  
Reedley  
Sanger  
Selma

**As of the date of execution, for the period of time from July 1, 2024 to June 30, 2027 the following cities, all municipal corporations of the State of California, located within the boundaries of the County of Fresno shall be known in this Agreement as "Non-Participating Cities" for the purposes of excluding their metrics from the County and Participating Cities metrics to calculate the Unincorporated Area metrics in Exhibit B:**

Clovis (HUD-designated metropolitan city receiving separate funds)  
Coalinga  
Firebaugh  
Fresno (HUD-designated metropolitan city receiving separate funds)  
Huron  
Parlier  
San Joaquin

## CDBG Funding Distribution

### 1. DEFINITIONS & METHODOLOGY, ORDERED BY FLOW OF CALCULATIONS

- a. CDBG Grant from HUD for the Upcoming Program Year:* For each Program Year, the CDBG Grant from the U.S. Department of Housing and Urban Development (HUD) for the upcoming program year shall be the most recently released CDBG allocation amount for “Fresno County” for CDBG. The release of the allocation amount generally occurs in the spring preceding the start of the Program Year, but may occur earlier or later.
- b. Participating Cities:* For each of the three (3) Program Years the participating cities shall include those identified as such on Exhibit A of this Agreement, as may be amended annually. Cities wishing to be included in the URBAN COUNTY PROGRAM for a future Program Year must join prior to the dates referenced in Exhibit A, as the participating cities must be known prior to the HUD announcement of funding allocations that occur (usually) in the spring prior to the start of the Program Year.
- c. Non-Participating Cities:* Non-Participating Cities shall include those identified as such on Exhibit A of this Agreement. Their data will be included for illustrative purposes but their metrics shall not be included in any percentages used to calculate the Program Year Allocations. The Non-Participating Cities contribution to Formula Percentage shall be 0.00%.
- d. Unincorporated Areas:* The Unincorporated Areas of the County of Fresno shall consist of metrics for the County of Fresno, less the metrics for the Participating Cities listed on Exhibit A, less the metrics for the Non-Participating Cities listed on Exhibit A.
- e. Most Recently Available Dataset:* Shall mean the official dataset most recently released and available on Census.gov. The date data was retrieved for calculations along with the year of the dataset shall be provided with all calculated tables used to announce Program Year Allocations. It is anticipated Program Year 2024-25 will use the 2022 dataset released in December 2023.
- f. Population:* The data used to identify the county/city population shall be based on the most recently available dataset comprised of the U.S. Census’ American Community Survey (ACS), 5-Year Estimates Detailed Tables, “Total Population” (referenced quickly as **B01003**) for the Total Estimate values.
- g. % of Population:* The formula to obtain the % of Population is as follows:

$$\frac{\text{Population of Participating City or Unincorporated Areas}}{\text{Sum of All Populations of Participating Cities \& Unincorporated Areas}}$$

- h. **People in Poverty:*** The data used to identify the number of county/city people living in poverty shall be based on the most recently available dataset comprised of the U.S. Census' American Community Survey (ACS), 5-Year Estimates Detailed Tables, "Poverty Status in the Past 12 Months by Age" (referenced quickly as **B17020**) for the Income in the past 12 months below poverty level values.
- i. **% of People in Poverty:*** The formula to obtain the % of People in Poverty is as follows:

$$\frac{\text{People in Poverty in Participating City or Unincorporated Areas}}{\text{Sum of All People in Poverty in Participating Cities \& Unincorporated Areas}}$$

- j. **Overcrowded Units:*** The data used to identify the number of housing units in the county/city that are overcrowded shall be based on the most recently available dataset comprised of the U.S. Census' American Community Survey (ACS), 5-Year Estimates Detailed Tables, "Tenure by Occupants per Room" (referenced quickly as **B25014**) Total Estimate values less each of the four (4) following metrics:
- i. Owner occupied 0.50 or less occupants per room,
  - ii. Owner occupied 0.51 to 1.00 occupants per room,
  - iii. Renter occupied 0.50 or less occupants per room,
  - iv. Renter occupied 0.51 to 1.00 occupants per room.
- k. **% of Overcrowded Units:*** The formula to obtain the % of Overcrowded Units is as follows:

$$\frac{\text{Overcrowded Units in Participating City or Unincorporated Areas}}{\text{Sum of All Overcrowded Units in Participating Cities \& Unincorporated Areas}}$$

- l. **CDBG Formula %:*** The formula to obtain the percentage utilizes the HUD "Formula A" methodology and places double weight on % of People in Poverty. The methodology to average the percentages is consistent with guidance published by HUD in 2005 and is a deliberate balancing of the three key metrics driving the CDBG allocation. The resulting ratio shall be rounded to four (4) decimal points when expressed as a decimal (whole number with two (2) decimal places if expressed as a percentage). For any given Participating City or the Unincorporated Areas the CDBG Formula % shall be:

$$\frac{\begin{aligned} &\% \text{ of Population} + \\ &\% \text{ of People in Poverty} + \\ &\% \text{ of People in Poverty} + \\ &\% \text{ of Overcrowded Units} \end{aligned}}{4}$$

- m. *Set-Aside for Program Administration:*** The set-aside for program administration shall not exceed 20% of the CDBG Grant from HUD for the Upcoming Program Year. This funding is used as a program administration budget by the County's Department of Public Works and Planning's Community Development Division to support the costs of CDBG activities for the URBAN COUNTY PROGRAM as well as HOME-funded activities.
- n. *Public & Social Services Programs:*** These funds, if any, shall be used to support CDBG-eligible public and social services activities consistent with the most recently completed Consolidated Plan or Action Plan. The maximum amount shall not exceed 15% of the CDBG Grant from HUD for the Upcoming Program Year and will be funded solely with the Unincorporated Area's allocation. Public & Social Services Programs will be developed by the Community Development Division, vetted through the County's Citizen Participation Plan, and if involving reimbursement of funds to a non-County entity, approved and authorized by the County's Board of Supervisors. By written mutual agreement, the Department of Public Works and Planning may transfer planning and administration of these funds to a more appropriate County Department.
- o. *CDBG to Allocate to Cities and Unincorporated Areas:*** The formula to obtain the amount of CDBG to allocate to cities and Unincorporated Areas shall be:

**CDBG Grant from HUD for the Upcoming Program Year –  
Set-Aside for Program Administration**

- p. *Program Year Allocations:*** The Program Year Allocations for each City and the Unincorporated Areas shall be determined by:

**CDBG to Allocate to Cities and Unincorporated Areas x  
CDBG Formula %**

The resulting numbers shall be truncated to the nearest whole dollar. If the sum of the Program Year Allocations does not add to the CDBG Grant from HUD for the Upcoming Program Year exactly, the variance (expected to be less than a thousand dollars) shall be eliminated by modifying the funding for the Unincorporated Areas.

The Program Year Allocation does not include any CDBG Program Income accrued, nor admin for Program Income, nor any borrowed/loaned CDBG amounts.

Actual amounts available to participating cities for projects will be the Program Year Allocation combined with city-specific CDBG Program Income, adjusted for borrowed/loaned amounts and admin costs.

The County's Department of Public Works and Planning's Community Development Division shall maintain records to support available amounts in accordance with the Terms of this Agreement.