

City of Redlands



I, Lorrie Poyzer, City Clerk of the City of Redlands, California, do hereby certify that the following is a true and correct excerpt from the corrected minutes of the City Council meeting held July 17, 1990:

"On motion of Councilmember Beswick, seconded by Councilmember Larson, Council unanimously approved Resolution No. 4687, a joint resolution with the County of San Bernardino authorizing a request to the United States Department of Housing and Urban Development (HUD) for metropolitan city/urban county joint recipient status, and approve the Cooperation Agreement for Community Development Block Grant Funds for fiscal years 1991-92, 1992-93, 1993-94, which qualifies the City to participate in the County's Entitlement Program for another three-year period."

WITNESS my hand and official seal of the City of Redlands this 1st day of August, 1990.

s/ Lorrie Poyzer
City Clerk
City of Redlands, California



COUNTY OF SAN BERNARDINO
CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

County Department ECONOMIC AND COMMUNITY DEVELOPMENT				Contract Number	
County Department Contract Representative Thomas R. Laurin				Contractor's License Number	
Budget Unit No. 020		Sub-Object No. 2230	Fund No. 155	Job No. N/A	Amount of Contract N/A
Project Name: 1991-94 City-County Cooperation Agreements				If contract has more than one payment or receipt complete the following: N/A Payments Estimate: N/A Approximate Amount Each:	

Contractor: City of Redlands

Birth Date N/A Federal ID No. or Social Security No. N/A

Contractor's Representative: Mr. Jeffrey L. Shaw, Community Development Director

Address: P.O. Box 3005, Redlands, CA. 92373 Phone: (714) 798-7555

Nature of Contract: (Briefly describe the general terms of the contract.)

The County of San Bernardino is in the process of qualifying for three years (Fiscal Years 1991-92, 1992-93 and 1993-94) of Community Development Block Grant (CDBG) Entitlement funding as an Urban County. The attached Cooperation Agreement is required by the U.S. Department of Housing and Urban Development (HUD) in order to establish the City as a participant in the County's 1991-93 CDBG program. It allow the City's population statistics to be used by HUD to calculate the County's Grant amount over each of the next three years. The Cooperation Agreement utilizes language which has been prescribed by HUD. Once entered, the Agreement will remain in effect for the full three year period.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form

Paul Ste John
County Counsel

III 6 1000

Reviewed as to Affirmative Action

Reviewed for Processing

Agency Administrator/CAO

Date

COOPERATION AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR FISCAL YEARS 1991-92, 1992-93, 1993-94

COUNTY OF SAN BERNARDINO, of the State of California, hereinafter called COUNTY, and the City of Redlands, a City within said COUNTY, hereinafter called CITY, mutually agree as follows:

1. GENERAL

The Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter called ACT, provides that Block Grant funds may be used for essential community development and housing assistance activities.

COUNTY and CITY mutually desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

This Agreement gives COUNTY authority to carry out activities which will be funded from annual Community Development Block Grants, hereinafter called CDBG, for Fiscal Year 1991, 1992, and 1993 appropriations and from any program income generated from the expenditures of such funds.

2. TERM

The term of this Agreement shall be for not less than the period commencing on the effective date specified below and extending through the third program year covered by COUNTY's Three Year 1991-93 participation in the CDBG program, unless an earlier date of termination is fixed by the Department of Housing and Urban Development, hereinafter called HUD, pursuant to the ACT. This Agreement may not be terminated by the parties herein covenanted for any circumstance or reason during the three year term of this Agreement. The term of this Agreement extends through any additional time as may be required for the expenditure of annual CDBG appropriations for the Federal Fiscal Years corresponding to the 1991-93 Agreement term, and for the expenditure of any program income generated from the expenditure of such funds.

3. PREPARATION OF APPLICATIONS

COUNTY, by and through its Department of Economic and Community Development, subject to approval of COUNTY's Board of Supervisors, shall be responsible for preparing and submitting to HUD all necessary applications for the entitlement grant under the ACT. This duty shall include the preparation of Community Development Plans and Programs and a Housing Assistance Plan which satisfy the application requirements of the ACT and its regulations.

4. COMPLIANCE WITH FINAL PROGRAMS AND PLANS

Both COUNTY and CITY shall comply in all respects with final Community Development Plans and Programs and the Housing Assistance Plan which are developed through mutual cooperation pursuant to the application requirements of the ACT and its regulations and approved by HUD.

5. COMPLIANCE WITH ACT AND REGULATIONS

Both COUNTY and CITY will comply with all applicable requirements of the ACT and its regulations in utilizing basic grant funds under the ACT, and shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended. Both COUNTY and CITY will comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of Title I of the Housing and Community Development Act of 1974, the Fair Housing Act, and other applicable laws. This Agreement prohibits County funding for activities in or in support of CITY if CITY does not affirmatively further fair housing within its own jurisdiction or impedes COUNTY's actions to comply with its fair housing certification.

6. HOLD HARMLESS

CITY shall indemnify and hold COUNTY, its officers, agents, volunteers and employees, harmless from and against any loss, liability, claim, or damage that might arise or result from activities of CITY, its officers, agents, volunteers and employees; and CITY shall, at its own cost, expense and risk, defend any legal proceedings that may be brought against COUNTY, its officers, agents, volunteers and employees, on any liability, claim or demand and satisfy any judgement that may be rendered against any of them arising or resulting from activities of CITY, its officers, agents, volunteers and employees. CITY shall assume liability for all and any direct expense incurred in providing services pursuant to this Agreement and shall assume any and all responsibilities for loss or damage resulting from negligence, injury, illness or disease arising out of the provision of services. CITY, however, is obligated to promptly notify COUNTY in writing of the occurrence of any such loss or damage.

CITY shall indemnify and hold harmless COUNTY against any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the CDBG program fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this Agreement were improperly expended.

Notwithstanding any other provisions herein, COUNTY shall, at its own cost and expense, defend, indemnify, and hold CITY, its officers, agents, volunteers and employees, harmless from and against any loss, liability, claim, or damage that may arise or result from activities by COUNTY, its officers, agents and employees.

7. DISPOSITION OF FUNDS

Consistent with Federal Regulations and Sections 4 and 5 of this Agreement, it is the intent and understood by the parties to this Agreement that, to the extent possible, funds will be allocated by COUNTY to CITY according to its proportional demographics and utilized to fund activities and/or projects prioritized by CITY to alleviate its identified needs. COUNTY, by its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under the ACT, and for selecting the projects for which such funds shall be used. Both parties agree that COUNTY has the authorization to redistribute such funds when said projects are not implemented in a timely manner as defined by HUD.

8. DISPOSITION OF PROGRAM INCOME

CITY shall inform COUNTY regarding any income generated by the expenditure of CDBG funds received by CITY. All said income shall promptly be paid to COUNTY or retained by CITY subject to authorization by COUNTY for CITY use of said income for eligible activities in accordance with all CDBG requirements as may then apply. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate recordkeeping and reporting by CITY as may be needed for this purpose. In the event of CDBG close-out or change in status of CITY under the CDBG program, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY. Any income generated from the disposition or transfer or real property prior to any such close out or change of status shall be treated the same as program income. Any income generated from the disposition or transfer of real property subsequent to any such close-out or change of status shall promptly be paid to COUNTY.

9. DISPOSITION OF REAL PROPERTY

The provisions of this section set forth the standards which shall apply to real property acquired or improved in whole or in part using CDBG funds that are within the control of CITY. Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, CITY shall notify COUNTY and obtain authorization for said modification or change. CITY shall cause COUNTY to be reimbursed in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations.

10. EFFECTIVE DATE

This Agreement shall be effective for all purposes when this Agreement and like agreements have been executed by COUNTY and CITY, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

11. OTHER AGREEMENTS

Pursuant to 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients and COUNTY and CITY will enter into a further written agreement that contains the minimum requirements set forth in 24 CFR 570.503. Prior to disbursing any CDBG funds to CITY, COUNTY shall execute said written agreement with CITY. Said agreement shall remain in effect during any period that CITY has control over CDBG funds, including program income.

COUNTY OF SAN BERNARDINO

CITY OF REDLANDS

By: _____
Chairman, Board of Supervisors

By: _____

Title: _____

APPROVED AS TO FORM. THE TERMS AND PROVISIONS OF THIS AGREEMENT ARE FULLY AUTHORIZED UNDER STATE AND LOCAL LAW AND THIS AGREEMENT PROVIDES FULL LEGAL AUTHORITY FOR COUNTY TO UNDERTAKE OR ASSIST IN UNDERTAKING ESSENTIAL COMMUNITY DEVELOPMENT AND HOUSING ASSISTANCE ACTIVITIES, SPECIFICALLY URBAN RENEWAL AND PUBLICLY ASSISTED HOUSING.

By: Paul He John
County Counsel

RECOMMENDED AS TO CONTENT

By: _____
City Manager

Dated: _____

APPROVED AS TO FORM

By: _____
City Attorney

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
EARLENE SPROAT
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

AGMTS-CITYCOOP.AGT
06/25/90/DL/jj
7/5/90/DL/bjj