

**REPORT/ COMMENDATION TO THE BOA OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

Agree. 99-451

June 22, 1999

**FROM: THOMAS R. LAURIN, DIRECTOR
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

**SUBJECT: COOPERATION AGREEMENT FOR CONTINUATION OF HOME CONSORTIUM
BETWEEN THE COUNTY OF SAN BERNARDINO AND THE CITIES OF CHINO
HILLS, RANCHO CUCAMONGA, REDLANDS, RIALTO AND VICTORVILLE**

RECOMMENDATION: Approve the federal Fiscal Year 2000 through 2002 Cooperation Agreement for continuation of a Home Investment Partnership Program (HOME) Consortium between the County of San Bernardino and the Cities of Chino Hills, Rancho Cucamonga, Redlands, Rialto and Victorville, from October 1, 1999 through September 30, 2002.

BACKGROUND INFORMATION: Congress enacted the Cranston-Gonzalez National Affordable Housing Act (Act) in 1990, creating the Home Investment Partnerships Program (HOME) that provides funds to states and local governments for acquisition, rehabilitation, and new construction of affordable housing and tenant-based rental assistance. Additionally the Act requires local governments to formulate a Consolidated Plan (Con-Plan) as part of the eligibility requirements for distribution of HOME funds to Metropolitan Cities, Urban Counties, States and Consortia of Local Governments.

The Act allows local governments to form a consortium for the purpose of receiving and administering HOME funds and carrying out the purposes of the Act. In order for the Metropolitan Cities of Chino Hills, Rancho Cucamonga, Redlands, Rialto and Victorville to participate in a consortium, the Act requires a cooperation agreement with the Urban County. The original HOME Consortium Agreement (Agreement) approved by the Board of Supervisors on March 30, 1992, will expire on September 10, 1999.

This Agreement replaces the expiring agreement and establishes the terms and provisions required by the HOME Program and the Con-Plan, for the purposes of participation in the County HOME Consortium. The Agreement authorizes the County, as the lead entity, to amend the Agreement on behalf of the entire Consortium and to add new members to the Consortium. The term of this agreement is for three federal fiscal years terminating September 30, 2002. Formation of a HOME Consortium will allow the County to capture a larger share of federal HOME dollars and expand the County's service area.

cc: ECD--Tom Laurin w/2 agrees.
Cities of Chino Hills, Rancho
Cucamonga, Redlands,
Rialto, Victorville (5) w/agree.
c/o ECD

Auditor w/agreement
SBD w/agreement
LUS/Planning-Ron Riley
Risk Management
PSG
File w/agreement

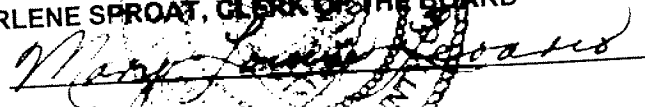
mll

Record of Action of the Board of Supervisors

**AGREEMENT NO. 99-451
APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION	<u>SECOND</u>	<u>AYE</u>	<u>AYE</u>	<u>AYE</u>	<u>MOVE</u>
	1	4	4	4	5

EARLENE SPROAT, CLERK OF THE BOARD

BY 

DATED: June 22, 1999

ITEM 029

**COOPERATION AGREEMENT FOR CONTINUATION OF HOME CONSORTIUM BETWEEN
THE COUNTY OF SAN BERNARDINO AND THE CITIES OF CHINO HILLS, RANCHO
CUCAMONGA, REDLANDS, RIALTO AND VICTORVILLE**

June 22, 1999

Page 2 of 2

REVIEW BY OTHERS: The agreement was reviewed and approved by Deputy County Counsel Michelle D. Blakemore on June 9, 1999; Risk Management on June 9, 1999; and the Department's Contract Compliance designee (David Larsen) on June 9, 1999.

FINANCIAL IMPACT: All costs associated with this action will be paid from the County's HOME Program funds. This action has no effect on the County General Fund.

SUPERVISORIAL DISTRICTS: All.

PRESENTER: Thomas R. Laurin, Director, 388-0808.

JUNE 22, 1999

ITEM 029



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

E	☒	New	Vendor Code		SC	Dept.	A	Contract Number 99-451	
M	☐	Change						Contractor's License No.	
X	☐	Cancel						Amount of Contract	
County Department			Economic and Community Development ECD			Dept. Orgn.			
County Department Contract Representative			Thomas R. Laurin, Director			(909) 388-0808		Ph. Ext.	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number			
SBA	ECD	ECD	200	2006		4426			
Commodity Code			Estimated Payment Total by Fiscal Year						
			FY	Amount	L/D	FY	Amount	L/D	
Project Name									
Cooperation agreement for HOME									
Consortium									

CONTRACTOR San Bernardino County HOME Consortium

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

Contractor's Representative Julie Rynerson Hemphill, Deputy Director

Address 290 North "D" Street, 6th Floor, San Bernardino, CA 92415-0040 Phone 909-388-0900

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

The purpose of this Agreement is to approve the Federal Fiscal Year 2000 through 2002 Cooperation Agreement for continuation of a Home Investment Partnership Program (HOME) Consortium between the County of San Bernardino and the Cities of Chino Hills, ~~Hesperia~~, Rancho Cucamonga, Redlands, Rialto and Victorville. The term of this agreement is for three federal fiscal years terminating September 30, 2002.

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

Approved as to Legal Form

County Counsel

Date

Reviewed as to Affirmative Action

Date

Reviewed for Processing

Agency Administrator/CAO

Date

**SAN BERNARDINO COUNTY
HOME INVESTMENT IN AFFORDABLE HOUSING PROGRAM**

COOPERATION AGREEMENT FOR HOME CONSORTIUM

This Agreement is made by and between the Cities of Chino Hills, Rancho Cucamonga, Redlands, Rialto and Victorville (hereinafter called "CITIES") and the County of San Bernardino, (hereinafter called "COUNTY").

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzales National Affordable Housing Act, as amended (42 U.S.C. 12701 *et seq.*) and Federal Regulations have been adopted pursuant thereto, (hereinafter called the "ACT"); and

WHEREAS, Title II of the Act creates the HOME Investment in Affordable Housing Program, (hereinafter called "HOME"), that provides funds to states and local governments for the acquisition, refinance, rehabilitation, and new construction of affordable housing, and tenant-based rental assistance; and

WHEREAS, the ACT requires local governments to formulate and submit a Consolidated Plan, (hereinafter called "Con-Plan"), as part of the eligibility requirements for HOME funds in accordance with section 91.215 of the Consolidated Plan final rule; and

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties, States, and consortia of local governments;

WHEREAS, the ACT allows local governments to form a consortia for the purpose of receiving and administering HOME funds and carrying out purposes of the ACT;

WHEREAS, the ACT requires that a local government member of an urban county may participate in a consortium only through the urban county, and

WHEREAS, the Act requires that a consortium shall have one member unit of general local government authorized to act in a representative capacity for all members for the purposes of the ACT and to assume overall responsibility for ensuring that the consortium's HOME program is carried out in compliance with the ACT, including requirements concerning the Con-Plan;

THEREFORE, it is agreed that:

1. CITIES and COUNTY will cooperate in the forming of the County of San Bernardino HOME Consortium, hereinafter called the "CONSORTIUM", for the purpose of undertaking or assisting in undertaking HOME eligible housing assistance activities pursuant to Title II of the ACT including, but not limited to acquiring, refinancing, rehabilitating, and constructing, affordable housing, and providing tenant-based rental assistance.

2. COUNTY shall act as the representative member of the CONSORTIUM for purposes of the ACT and assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements the Program, including requirements concerning a Consolidated Plan sometimes referred to as "Con-Plan".
3. CITIES shall provide to COUNTY, all necessary information and documentation as requested by COUNTY, for incorporation into County's Consolidation Plan in compliance with program requirements.
4. CITIES shall have thirty (30) calendar days to approve the portions of the Consolidated Plan which pertain to the CITIES before COUNTY submits final Consolidated Plan to the U.S. Department of Housing and Urban Development. COUNTY shall incorporate CITIES' changes in Con-Plan, if any, provided that they meet HOME requirements. CITIES shall identify any areas designated for affordable housing activities within their jurisdiction. CITIES shall provide maps and/or detailed descriptions of such areas upon execution of this document.
5. CITIES shall approve each project funded with competitive HOME funds within their city boundaries prior to COUNTY approving funding of such projects, provided that the CITIES approval or disapproval does not obstruct the implementation of the approved Con-Plan.
6. CITIES shall designate the City Administrator or his/her designee as the CITIES' representative to whom all notices and communications from COUNTY shall be directed. COUNTY'S duty to notify CITIES shall be complete when the communication is sent to the designated representative. It is the exclusive duty of the designated representative to notify the appropriate individuals and departments within the CITIES.
7. It is the opinion of the County of San Bernardino County Counsel that the terms and provisions of the Agreement are fully authorized under State and local law and the Agreement provides full legal authority for the consortium to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnership Program.
8. To carry out activities under this Agreement, COUNTY shall allocate HOME funds received under the ACT to those HOME activities described in the County's Con-Plan. If necessary to meet HOME requirements, funds will be reallocated by COUNTY in accordance with such needs, objectives, or strategies as COUNTY shall decide. In preparing such needs, objectives, or strategies, COUNTY shall consult with the CITIES before making its determinations. COUNTY shall fund HOME eligible projects within CITIES boundaries on a first-come first-served basis.
9. CITY shall contribute a minimum 25 percent funding match contribution from any HOME eligible match source for each project designated to receive HOME funds.

10. COUNTY and CITIES shall 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 County certifications required by the ACT. COUNTY and CITIES will comply with the provisions of the National Environmental Policy Act of 1969, Title VI and VII of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, and other applicable federal laws. CITIES agree that HOME funding for activities in or in support of CITIES are prohibited if CITIES do not affirmatively further fair housing within their own jurisdictions or impedes COUNTY actions to comply with its fair housing certification. Each party to this agreement shall affirmatively further fair housing.

11. CITIES shall provide COUNTY with all information concerning CITIES and the activities CITIES carry out under this agreement which COUNTY requires to prepare: 1) documents required to be submitted to HUD, 2) annual HOME performance report, 3) such other documents as COUNTY may require to carry out eligible housing activities or meet Federal requirements. All information shall be submitted on forms prescribed by COUNTY. In addition, CITIES agree to make available upon request all records concerning the activities carried out under this agreement for inspection by COUNTY or Federal officials during regular business hours.

12. Pursuant to Government Code Section 895.4, CITIES shall defend, indemnify and hold harmless COUNTY, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for any fines, penalties or damages of any type, resulting from CITIES' performance of this Agreement and caused by any act or omission of CITIES, including failure to comply with any requirement of the ACT or the HOME program described herein except to the extent that any such claims, suits, actions, losses, or liability arises from any act or omission of COUNTY.

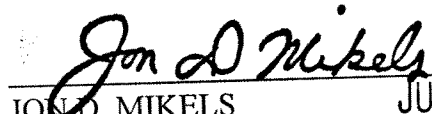
13. Pursuant to Government Code Section 895.4, COUNTY shall defend, indemnify and hold harmless CITIES, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for all fines, penalties or damages of any type, resulting from COUNTY's performance of this Agreement and caused by any act or omission of COUNTY, including failure to comply with any requirement of the ACT or the HOME program described herein, except to the extent that any such claims, suits, actions, losses, or liability arises from any act or omission of CITIES.

14. This Agreement shall go into effect immediately upon execution by all signatories to the agreement and shall continue in full force and in effect until all activities funded under the terms of this Agreement, and any income generated from the expenditure of such funds, are expended, and the funded activities are completed. CITIES are included in the Consortium for a period of three (3) federal fiscal years commencing on October 1, 1999 through September 30, 2002. No consortium member may withdraw from the agreement while the agreement remains in effect.

15. This Agreement authorizes the COUNTY, as the lead entity, to amend the Consortium Agreement on behalf of the entire CONSORTIUM to add new members to the CONSORTIUM.

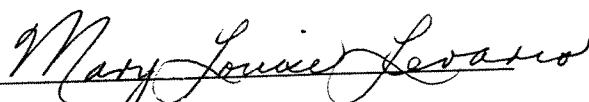
SAN BERNARDINO COUNTY
HOME INVESTMENT IN AFFORDABLE HOUSING PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
SIGNATURE PAGE

COUNTY OF SAN BERNARDINO


JON D. MIKELS JUN 22 1999
Chairman, Board of Supervisors

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: 
Date: JUN 22 1999

APPROVED AS TO LEGAL FORM:

ALAN K. MARKS
COUNTY COUNSEL

By: 
Deputy County Counsel

**SAN BERNARDINO COUNTY
HOME INVESTMENT IN AFFORDABLE HOUSING PROGRAM**

COOPERATION AGREEMENT FOR HOME CONSORTIUM

SIGNATURE PAGE

CITY OF CHINO HILLS



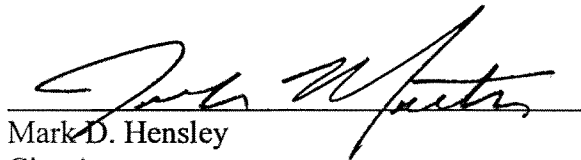
Gary G. Larson
Mayor

Attest:



Linda D. Ruth
City Clerk

APPROVED AS TO FORM:



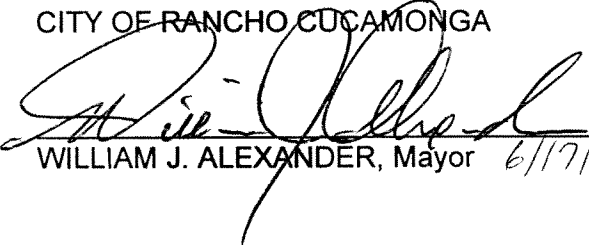
Mark D. Hensley
City Attorney

SAN BERNARDINO COUNTY

HOME INVESTMENT IN AFFORDABLE HOUSING PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM

SIGNATURE PAGE

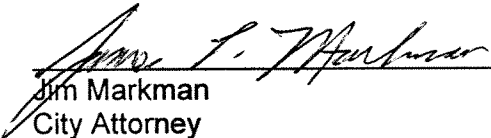
CITY OF RANCHO CUCAMONGA


WILLIAM J. ALEXANDER, Mayor 6/17/99

Attest:

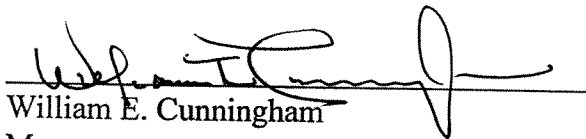

Debbie Adams
City Clerk

APPROVED AS TO FORM:


Jim Markman
City Attorney

SAN BERNARDINO COUNTY
HOME INVESTMENT IN AFFORDABLE HOUSING PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
SIGNATURE PAGE

CITY OF REDLANDS


William E. Cunningham
Mayor

Attest:

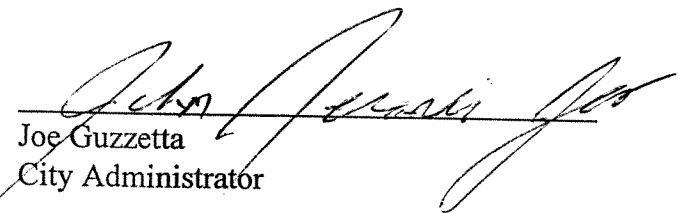

Lorrie Poyzer
City Clerk

**SAN BERNARDINO COUNTY
HOME INVESTMENT IN AFFORDABLE HOUSING PROGRAM**

COOPERATION AGREEMENT FOR HOME CONSORTIUM

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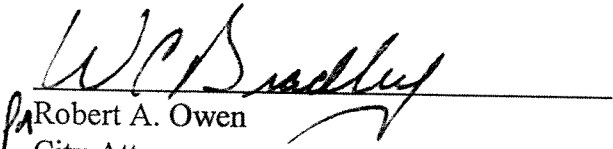
CITY OF RIALTO


Joe Guzzetta
City Administrator

Attest:


Barbara A. McGee
City Clerk

APPROVED AS TO FORM:


Robert A. Owen
City Attorney

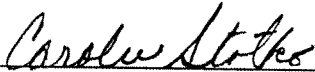
SAN BERNARDINO COUNTY
HOME INVESTMENT IN AFFORDABLE HOUSING PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
SIGNATURE PAGE

CITY OF VICTORVILLE



Terry E. Caldwell
Mayor

Attest:



Carolee Stotko
City Clerk

APPROVED AS TO FORM:



Henry R. Kraft
City Attorney