

DEPARTMENT OF
COMMUNITY DEVELOPMENT AND HOUSING

290 North "D" Street, Sixth Floor • San Bernardino, CA 92415-0040 • (909) 388-0800
Fax (909) 388-0844



COUNTY OF
SAN BERNARDINO

THOMAS R. LAURIN
Director

July 21, 2005

Mr. John Davidson, City Manager
City of Redlands
P.O. Box 3005
Redlands, CA 92373-1505

SUBJECT: HOME CONSORTIUM COOPERATION AGREEMENT

Dear Mr. Davidson:

Enclosed is a fully-executed copy of the above referenced agreement for your records. This agreement provides for the continuation of HOME Consortium membership with the County of San Bernardino for the period commencing October 1, 2005 through September 30, 2008.

If you have any questions, please contact me at (909) 388-0808 or Adriane Rich, Housing Program Specialist, at (909) 388-0915.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT AND HOUSING

A handwritten signature in black ink that reads "Thom R. Laurin".

THOMAS R. LAURIN
Director

TRL:ayr

Enclosure

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION

June 21, 2005

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

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

RECOMMENDATION: Approve the federal Fiscal Year 2005 through 2008 Cooperation Agreement No. 05-519 for continuation of a HOME Investment Partnership Program (HOME) Consortium between the County of San Bernardino and the cities of Chino Hills, Colton, Highland, Rancho Cucamonga, Redlands, and Rialto, from October 1, 2005, through September 30, 2008.

BACKGROUND INFORMATION: Congress enacted the Cranston-Gonzales National Affordable Housing Act (Act) in 1990 creating the HOME Investment Partnership 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, Colton, Highland, Rancho Cucamonga, Redlands, and Rialto to participate in a Consortium, the Act requires a Cooperation Agreement with the urban county. The prior HOME Consortium Agreement (Agreement) approved by the Board of Supervisors on June 18, 2002 (Item 12), will expire on September 30, 2005. The Department of Housing and Urban Development (HUD) requires the new Agreement to be approved no later than June 30, 2005.

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 (3) federal fiscal years terminating September 30, 2008. 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: DCDH-Laurin w/ agree (8)
• Contractor c/o Dept w/ agree
IDS w/ agree
Auditor-Valdez w/ agree
Risk Management
County Counsel-Blakemore
CAO-Cole
DCDH-Larsen
File w/ agree

jrh

Record of Action of the Board of Supervisors

Agreement No. 05-519

APPROVED (CONSENT CALENDAR)

BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION	AYE	NO	ABSENT	AYE	SECOND
	1	2	4		5

DENA SMITH, INTERIM CLERK OF THE BOARD

BY

DATED: June 21, 2005

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

June 21, 2005

Page 2 of 2

REVIEW AND APPROVAL BY OTHERS: The HOME Consortium Agreement was reviewed and approved by County Counsel (Michelle D. Blakemore, Deputy County Counsel 387-5455) on April 12, 2005; County Administrative Office (Patricia M. Cole, Administrative Analyst III 387-5346) on June 2, 2005; and the Department of Community Development and Housing (David M. Larsen, Contract Compliance Designee 388-0959) on June 2, 2005.

FINANCIAL IMPACT: All revenue and related costs associated with this action will be included in the HOME Program budget (SAS/ECD) for the appropriate year. This action has no effect on the Community Development Block Grant or County General Fund.

SUPERVISORIAL DISTRICTS: All.

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



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR County USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept.	A	Contract Number 05-519
County Department Community Development and Housing		Dept. ECD	Orgn. ECD	Contractor's License No.	
County Department Contract Representative Thomas R. Laurin, Director Adriane Rich, Housing Program Specialist		Telephone (909) 388-0808 (909) 388-0915		Total Contract Amount	
Contract Type ☐ Revenue ☐ Encumbered ☐ Unencumbered ☒ Other: HOME Consortium					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date 10/1/05		Contract End Date 9/30/08	Original Amount N/A
Fund SAS	Dept. ECD	Organization ECD	Appr. 200	Obj/Rev Source 2006	GRC/PROJ/JOB No. Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
Project Name HOME Investment Partnership Program (HOME) - Cooperation Agreement for HOME Consortium Countywide			Estimated Payment Total by Fiscal Year FY Amount I/D FY Amount I/D		

CONTRACTOR San Bernardino County HOME Consortium

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

Contractor's Representative Adriane Rich, Housing Program Specialist

Address 290 North "D" Street, Sixth Floor, San Bernardino, CA 92415-0040 Phone (909) 388-0915

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

The purpose of this Agreement is to approve the federal Fiscal Year 2005 through 2008 Cooperation Agreement for continuation of a HOME Investment Partnership Program (HOME) Consortium between the County of San Bernardino and the cities of Chino Hills, Colton, Highland, Rancho Cucamonga, Redlands and Rialto. The term of this Agreement is for three (3) federal fiscal years beginning October 1, 2005 and ending September 30, 2008.

The attached contract consists of 10 pages.

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

Approved as to Legal Form (sign in blue ink)

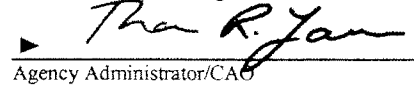

County Counsel

Date 6-3-05

Reviewed as to Contract Compliance


Date 6-2-05

Reviewed for Processing


Agency Administrator/CAO

Date June 2, 2005

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

**SAN BERNARDINO COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT AND HOUSING
HOME INVESTMENT PARTNERSHIP PROGRAM**

COOPERATION AGREEMENT FOR HOME CONSORTIUM

This Agreement is made by and between the Cities of Chino Hills, Colton, Highland, Rancho Cucamonga, Redlands and Rialto (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 Partnership 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; and,

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; and,

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.

NOW 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 of the Program, including requirements concerning a Con-Plan.

3. CITIES shall provide to COUNTY, all necessary information and documentation as requested by COUNTY for incorporation into COUNTY's Con-Plan in compliance with Program Requirements.

4. CITIES shall have thirty (30) calendar days to approve the portions of the Con-Plan which pertain to the CITIES before COUNTY submits the final Con-Plan to the U.S. Department of Housing and Urban Development (HUD). 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. 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.

8. CITIES shall contribute a minimum twenty-five percent (25%) funding match contribution from any HOME-eligible match source for each project designated to receive HOME funds.

9. 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 impede COUNTY actions to comply with its fair housing certification. Each party to this Agreement shall affirmatively further fair housing.

10. 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, and 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.

11. Pursuant to Government Code Section 895.4, CITIES each 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.

12. 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.

13. 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, 2005, through September 30, 2008. No CONSORTIUM member may withdraw from the Agreement while the Agreement remains in effect.

14. 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 PARTNERSHIP PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
SIGNATURE PAGE

CITY OF CHINO HILLS

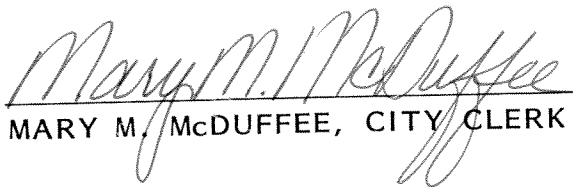


W. C. "BILL" KRUGER, MAYOR

May 10, 2005

Date

Attest:



MARY M. McDUFFEE, CITY CLERK

May 10, 2005

Date

APPROVED AS TO FORM:



MARK D. HENSLEY, CITY ATTORNEY

May 10, 2005

Date

SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIP PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
SIGNATURE PAGE

CITY OF COLTON

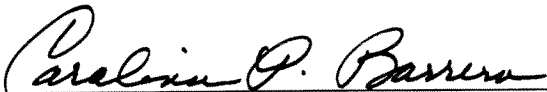


City Manager

5/23/05

Date

Attest:



City Clerk

6-16-05

Date

APPROVED AS TO FORM:



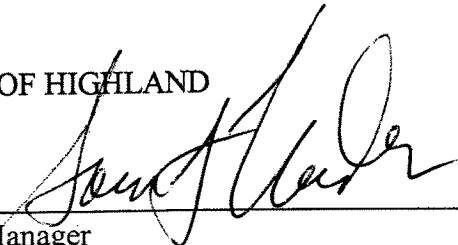
City Attorney

6-15-05

Date

SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIP PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
SIGNATURE PAGE

CITY OF HIGHLAND

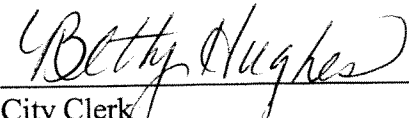


City Manager

6.7.05

Date

Attest:

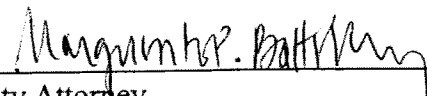


City Clerk

6.7.05

Date

APPROVED AS TO FORM:



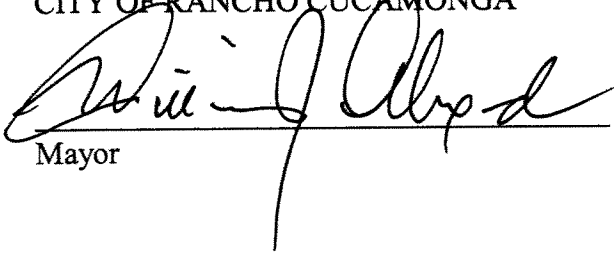
City Attorney

6/6/05

Date

SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIP PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
SIGNATURE PAGE

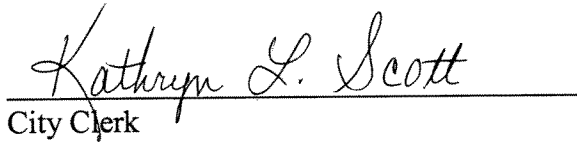
CITY OF RANCHO CUCAMONGA



Mayor

5-5-05
Date

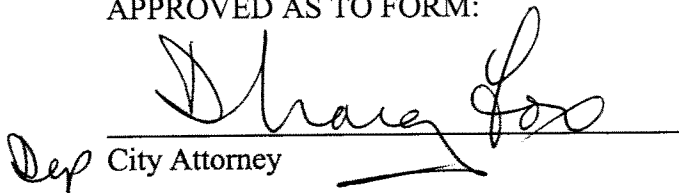
Attest:



City Clerk

5-5-05
Date

APPROVED AS TO FORM:

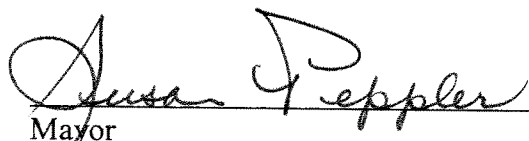


Dep City Attorney

5/4/05
Date

SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIP PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
SIGNATURE PAGE

CITY OF REDLANDS



Mayor

May 3, 2005
Date

Attest:



City Clerk

May 3, 2005
Date

SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIP PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
SIGNATURE PAGE

CITY OF RIALTO

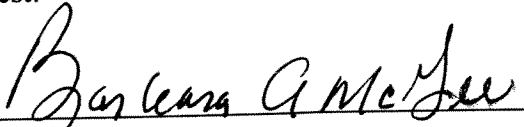


City Administrator

May 17, 2005

Date

Attest:



City Clerk

May 17, 2005

Date

APPROVED AS TO FORM:



City Attorney

May 17, 2005

Date

**SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIP PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
SIGNATURE PAGE**

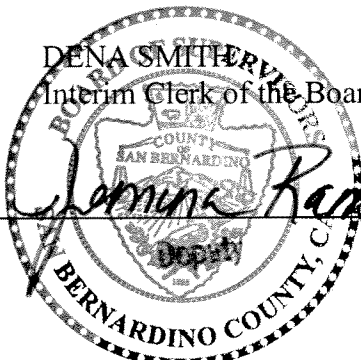
COUNTY OF SAN BERNARDINO



BILL POSTMUS
Chairman, Board of Supervisors

JUN 21 2005
Date

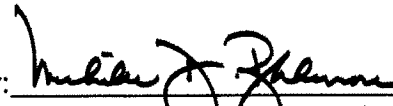
SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO

DENA SMITH
Interim Clerk of the Board of Supervisors
By: 


JUN 21 2005
Date

APPROVED AS TO LEGAL FORM:

RONALD D. REITZ
COUNTY COUNSEL

By: 

Deputy County Counsel

6-3-05
Date