

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

Agreement No. 02-502

June 18, 2002

**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 AND
RIALTO**

RECOMMENDATION: Approve the Federal Fiscal Year 2003 through 2005 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 and Rialto, from October 1, 2002, through September 30, 2005.

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, 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 22, 1999, will expire on September 30, 2002. The Department of Housing and Urban Development (HUD) requires the new Agreement to be approved no later than June 30, 2002.

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, 2005. 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.

REVIEW BY OTHERS: The Agreement was reviewed and approved by the County Administrative Office, Patricia M. Cole, Administrative Analyst III, on June 9, 2002; the Department of Economic and Community Development's Contract Compliance Designee, Arthur Milian, on June 10, 2002; and Deputy County Counsel, Michelle D. Blakemore, on June 10, 2002.

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.

cc: ECD-Tom Laurin w/2 agreements
Cities of Chino Hills, Rancho
Cucamonga, Redlands and Rialto
w/4 agreements
Auditor w/agreement
IDS-w/agreement
Risk Management
CAO-Cole
ECD-Milian
County Counsel-Blakemore
File w/agreement

Record of Action of the Board of Supervisors
Agreement No. 02-502

**APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION	AYE	AYE	SECOND	AYE	MOVE
	1	2	3	4	5

J. RENEE BASTIAN, CLERK OF THE BOARD

BY _____

DATED: June 18, 2002



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept.	A	Contract Number <u>02-502</u>	
County Department Economic and Community Development			Dept. Orgn. ECD		Contractor's License No.	
County Department Contract Representative Thomas R. Laurin, Director			Telephone (909)388 0808		Total Contract Amount	
Contract Type ☐ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date 10/1/02		Contract End Date 9/30/05		Original Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. 4426	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 Act - Cooperation Agreement for HOME Consortium				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 Brian Turnbull, Program Manager

Address 290 North "D" Street, 6th Floor, San Bernardino, CA 92415-0040 Phone (909)388-0855

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

The purpose of this Agreement is to approve the Federal Fiscal Year 2002 through 2005 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 and Rialto. The term of this Agreement is for three federal fiscal years beginning October 1, 2002, and ending September 30, 2005.

The attached contract/agreement consists of 8 pages.

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

Approved as to Legal Form (sign in blue ink)

Melinda J. Johnson
County Counsel

Date 6-10-02

Reviewed as to Contract Compliance

Arthur T. Milian

Date 6/10/02

Reviewed for Processing

Agency Administrator/CAO

Date

Auditor/Controller-Recorder Use Only

☐ Contract Database	☒ FAS
Input Date	Keyed By

**SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIP PROGRAM**

COOPERATION AGREEMENT FOR HOME CONSORTIUM

This Agreement is made by and between the Cities of Chino Hills, 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 25 percent 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 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, 2002, through September 30, 2005. 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

COUNTY OF SAN BERNARDINO



FRED AGUIAR
Chairman, Board of Supervisors

JUN 18 2002

Date

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

J. RENÉE BASTIAN
Clerk of the Board of Supervisors
of the County of San Bernardino

By: 



JUN 18 2002

Date

APPROVED AS TO LEGAL FORM:

ALAN K. MARKS
COUNTY COUNSEL

By: 

Deputy County Counsel

6-18-02

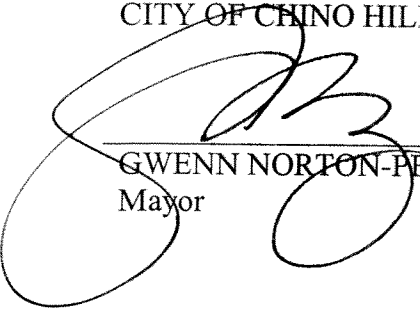
Date

**SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIP PROGRAM**

COOPERATION AGREEMENT FOR HOME CONSORTIUM

SIGNATURE PAGE

CITY OF CHINO HILLS

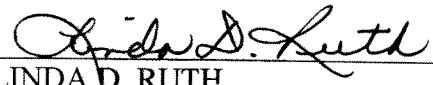


GWENN NORTON-PERRY
Mayor

May 28, 2002

Date

Attest:

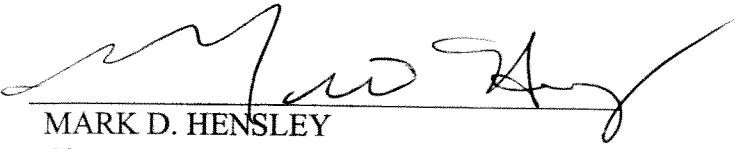


LINDA D. RUTH
City Clerk

May 28, 2002

Date

APPROVED AS TO FORM:



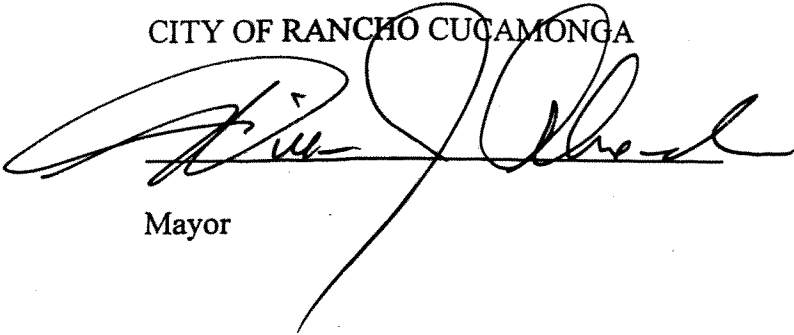
MARK D. HENSLEY
City Attorney

May 28, 2002

Date

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

CITY OF RANCHO CUCAMONGA



Mayor

Date

6/6/02

Attest:

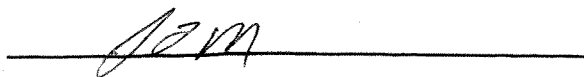


City Clerk

Date

6/6/02

APPROVED AS TO FORM:



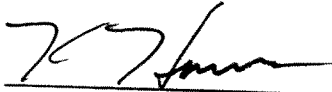
City Attorney

Date

6/6/02

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

CITY OF REDLANDS

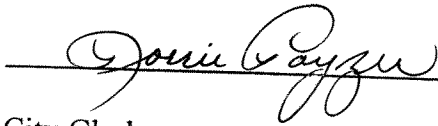


Mayor

May 7, 2002

Date

Attest:



City Clerk

May 7, 2002

Date

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

CITY OF RIALTO

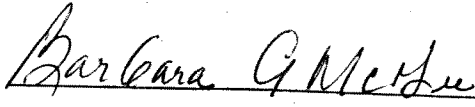


City Administrator

5/30/02

Date

Attest:

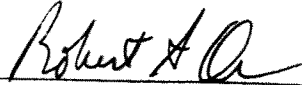


City Clerk

5/30/02

Date

APPROVED AS TO FORM:



City Attorney

5/28/02

Date