

**SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM**

COOPERATION AGREEMENT FOR HOME CONSORTIUM

This Agreement is made by and between the Cities of 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 Partnerships Program (hereinafter called "HOME"), that provides funds to states and local governments for the acquisition, 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 consortium 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:

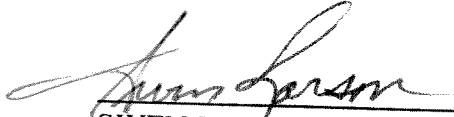
1. CITIES and COUNTY will cooperate in the forming of the County of San Bernardino HOME Consortium, hereinafter called the "CONSORTIUM", for the purpose of undertaking or assisting in undertaking HOME-eligible housing-assistance activities pursuant to Title II of the ACT including, but not limited to acquiring, 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 Consolidated Plan (Con-Plan).
3. CITIES shall provide to COUNTY, all necessary information and documentation as requested by COUNTY, for incorporation into County's Consolidated 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 final Con-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 its 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 to CITIES a portion of HOME funds received under the ACT. Initial allocations shall be determined by a formula approved by the CONSORTIUM. 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 administer or provide to CITIES their respective "fair share allocation" of HOME funds on an annual basis, to fund HOME-eligible projects within their city boundaries. CITIES shall submit documentation as prescribed by COUNTY, on each project, to receive approval from COUNTY regarding project eligibility, prior to approving project funding from their "fair share allocation".
9. CITY shall contribute a minimum 25% 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. The CITIES agree to indemnify and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
13. The COUNTY agrees to indemnify and hold harmless the CITIES and its officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent acts or omissions of the COUNTY, its officers, employees, agents, or volunteers in connection with this contract, except where such indemnification is prohibited by law.
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, 1996 through September 30, 1999. 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 PARTNERSHIPS PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
SIGNATURE PAGE**

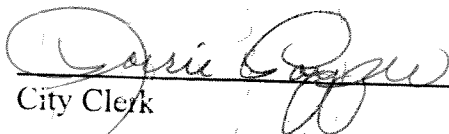
CITY OF REDLANDS


SWEN LARSON, Mayor

COUNTY OF SAN BERNARDINO

MARSHA TUROCI, Chairman
Board of Supervisors

Attest:


Carrie Cooper
City Clerk

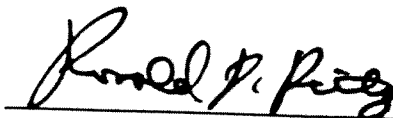
SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD

EARLENE SPROAT
Clerk of the Board of
Supervisors of the County
of San Bernardino

By: _____

APPROVED AS TO FORM:
ALAN K. MARKS, County Counsel

JUL 03 1996


RONALD D. REITZ, Chief Deputy
County Counsel

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

CITY OF REDLANDS

COUNTY OF SAN BERNARDINO

SWEN LARSON, Mayor

Marsha Turoci
MARSHA TUROCI, Chairman
Board of Supervisors

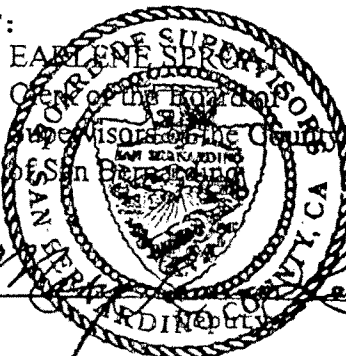
JUL 16 1996
96-676

Attest:

City Clerk

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

ATTEST:



APPROVED AS TO FORM:

City Attorney


APPROVED AS TO FORM:
ALAN K. MARKS, County Counsel

JUL 03 1996

Ronald D. Reitz
RONALD D. REITZ, Chief Deputy
County Counsel

SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM
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SIGNATURE PAGE


CITY OF RANCHO CUCAMONGA


WILLIAM J. ALEXANDER, Mayor

COUNTY OF SAN BERNARDINO

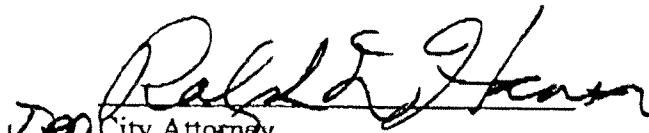
MARSHA TUROCI, Chairman
Board of Supervisors

Attest:


City Clerk

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

APPROVED AS TO FORM:

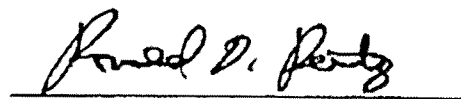

City Attorney

EARLENE SPROAT
Clerk of the Board of
Supervisors of the County
of San Bernardino

By: _____

APPROVED AS TO FORM:
ALAN K. MARKS, County Counsel

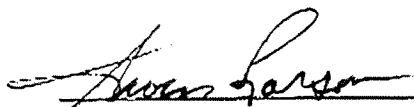
JUL 03 1996



RONALD D. REITZ, Chief Deputy
County Counsel

SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM
COOPERATION AGREEMENT FOR HOME CONSORTIUM
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CITY OF REDLANDS


SWEN LARSON, Mayor

Attest:


City Clerk

COUNTY OF SAN BERNARDINO


MARSHA TUROCI, Chairman
Board of Supervisors

SIGNED AND CERTIFIED THAT A
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THE BOARD

EARLENE SPROAT
Clerk of the Board of
Supervisors of the County
of San Bernardino

By: _____

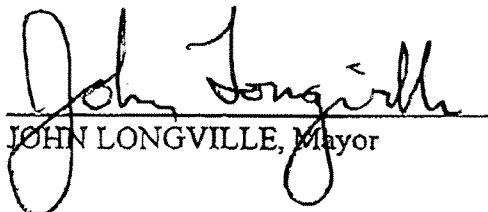
APPROVED AS TO FORM:
ALAN K. MARKS, County Counsel

JUL 03 1996

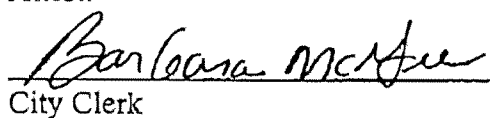

RONALD D. REITZ, Chief Deputy
County Counsel

SAN BERNARDINO COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM
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SIGNATURE PAGE

CITY OF RIALTO


JOHN LONGVILLE, Mayor

Attest:


Barbara McFarlane
City Clerk

APPROVED AS TO FORM:


Robert Allen
City Attorney

COUNTY OF SAN BERNARDINO

MARSHA TUROCI, Chairman
Board of Supervisors

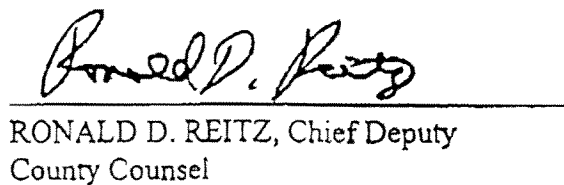
SIGNED AND CERTIFIED THAT A
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DELIVERED TO THE CHAIRMAN OF
THE BOARD

EARLENE SPROAT
Clerk of the Board of
Supervisors of the County
of San Bernardino

By: _____

APPROVED AS TO FORM:
ALAN K. MARKS, County Counsel

JUL 03 1996


RONALD D. REITZ, Chief Deputy
County Counsel

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

290 North "D" Street, Sixth Floor • San Bernardino, CA 92415-0040 • (909) 388-0800
Fax No. (909) 388-0844



COUNTY OF SAN BERNARDINO
GENERAL SERVICES GROUP

THOMAS R. LAURIN
Director

July 11, 1996

Mr. Don McHugh, City Attorney
City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373

Dear Mr. McHugh:

Attached please find the 1) Board of Supervisors staff report for July 16, 1996, relative to the HOME Consortium Agreement between the Cities of Rancho Cucamonga, Redlands and Rialto, 2) the Contract Transmittal, and the 3) HOME Consortium Agreement with the signature pages for each City.

Please contact our office when your Council has approved the Agreement so that we may arrange with you to pick up the executed agreement. The Agreement is due to the U. S. Department of Housing & Urban Development prior to the July 19, 1996 deadline. We are working with a limited timeframe and appreciate your cooperation in expediting this process. We will work with you to set-up a time to discuss the details of the Memorandum of Understanding.

Please contact me, or JoAnne Williams, if you have any questions at (909) 388-0900.

Sincerely,

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
THOMAS R. LAURIN, Director

JULIE RYNERSON HEMPHILL, AICP, Division Director
Housing Development Finance & Preservation Division

JRH:tj

Attachments

JAMES J. HLAWEK
County Administrative Officer
TIM KELLY
Assistant Administrative Officer
General Services Group

Board of Supervisors
MARSHA TUROCI First District
JON D. MIKELS Second District
JERRY EAVES Fifth District
BARBARA CRAM RIORDAN Third District
LARRY WALKER Fourth District

STATE OF CALIFORNIA - BUSINESS, TRANSPORTATION AND HOUSING AGENCY

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT1800 THIRD STREET, Room 430
P.O. BOX 952053
SACRAMENTO, CA 94253-2053
(916) 323-3176 FAX (916) 327-2843RECEIVED
96 MAY 20 AM 10:58
PETE WILSON, Governor

May 14, 1996

Mr. Thomas R. Laurin, Director
Department of Economic and
Community Development
290 North "D" Street, 6th Floor
San Bernardino, California 92415-0040

Dear Mr. Laurin:

Re: San Bernardino County HOME Consortium Certification

This letter is to provide you with continued State Certification of the HOME Consortium for the County of San Bernardino, pursuant to your April 16, 1996 letter. Section 216(2) of the Cranston-Gonzalez National Affordable Housing Act as amended (42 U.S.C. 12701 et. seq.) (the Act) authorizes geographically contiguous local governments to form a consortium to administer HOME program funds.

Procedures for designating the consortium and its renewal are further detailed in HUD Directive No. 96-02. The Act requires written certification by the State that the Consortium will direct its activities to the alleviation of housing problems within the State. We understand participating members of the San Bernardino County HOME Consortium include the County, and the cities of Redlands, Rialto, and Rancho Cucamonga.

Pursuant to the information in your letter and annual performance report, regarding accomplishments and the continued purpose of the Consortium in alleviating the State's housing problems within San Bernardino County, I am pleased to provide, as the authorized official, State certification of the San Bernardino County HOME Consortium for the Federal Fiscal Year 1997.

We wish you much success in achieving your affordable housing objectives through the HOME Consortium, and look forward to receiving a copy of your Consolidated Plan and Annual Performance Report for the HOME program. If we can be of assistance to

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT



COUNTY OF SAN BERNARDINO
GENERAL SERVICES GROUP

290 North "D" Street, Sixth Floor • San Bernardino, CA 92415-0040 • (909) 388-0800
Fax No. (909) 388-0844

THOMAS R. LAURIN
Director

July 18, 1996

Ms. Karen Potts, Program Manager
U.S. Department of Housing and Urban Development
1615 West Olympic Boulevard, Suite 906
Los Angeles, CA 90015-3801

Post-it® Fax Note	7671	Date	10-9-96	# of pages	17
To	Paula Rae	From	Thomas M. Williams		
Co./Dept.	ESPINOZA	Co.	ESD - County		
Phone #	798-7563	Phone #	388-0900		
Fax #	798-7503	Fax #	388-0920		

See Sec. P. 4 + 6 for Signatures

RE: COUNTY OF SAN BERNARDINO HOME CONSORTIA CITIES OF RANCHO
CUCAMONGA, REDLANDS AND RIALTO

Dear Ms. Potts:

Pursuant to Federal Regulations, Guidelines for Designation of Consortia in the HOME Investment Partnerships Program, the following documents are being presented to the U.S. Department of Housing and Urban Development (HUD) for review and approval of the County of San Bernardino Consortia:

- (1) State Certification that the Consortium will direct its activities to the alleviation of housing problems within the State;
- (2) Legally binding Cooperation Agreement executed by the Cities of Rancho Cucamonga, Redlands, and Rialto, and the County of San Bernardino (extends existing Cooperation Agreement in force for FY 96; all fiscal years are currently in alignment);
- (3) Evidence that the Cities of Rancho Cucamonga, Redlands and Rialto were duly authorized to execute the Cooperation Agreement; and
- (4) County Counsel's statement that the Cooperation Agreement is fully authorized under State and local law and that the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing activities for the HOME Program.

Thank you for your assistance. Should you have any questions, please feel free to call me, or Julie Rynerson Hemphill, at (909) 388-0900.

Sincerely,

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

THOMAS R. LAURIN,
Director

TRL:bja

JAMES S. HLAWEK
County Administrative Officer

JOHN D. MURPHY
County Administrative Officer

MARSHA YUROS
JOHN D. MURPHY

Board of Supervisors

Post District
County District

259560
259560

259560
259560

County District
County District