

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA # *D-2

Urgent Routine

AGENDA DATE June 3, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize Stanislaus County to Continue Its Participation with City of Turlock in a HOME Investment Partnership Consortium

STAFF RECOMMENDATIONS:

1. Approve authorization of continued participation with the City of Turlock in the HOME Investment Partnerships Consortium; and,
2. Authorize the Interim Director of Planning and Community Development to sign the 2009-2010 HOME Consortium Agreement between the City of Turlock and the County of Stanislaus.

FISCAL IMPACT:

None. HOME Investment Partnership grant program provides funds for administration purposes.

BOARD ACTION AS FOLLOWS:

No. 2008-407

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: Grover

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Stanislaus County and the City of Turlock have been participating as a HOME Investment Partnership Program Consortium since Fiscal Year 2000/01. An Agreement was signed in June of 1999 that formalized the Consortium. The purpose of this Consortium is to provide housing opportunities to the lower income households within the Consortium through individual and cooperative projects. The current three-year agreement has reached its end. To continue receiving federal funds in this program, both entities must enter into a new two-year agreement. All terms and conditions stated within the prior Agreement have been carried forward to the new Agreement. (Attachment 1)

Also attached is the letter from the City of Turlock formalizing the request to continue the Consortium, (Attachment 2); and the State Certification: City of Turlock/Stanislaus County HOME Consortium Certification 2009-2010, (Attachment 3).

POLICY ISSUES:

The Consortium will foster effective partnerships and promote the efficient delivery of public services and facilitate the implementation of the programs designed by the Consortium that promote healthy and safe communities.

The Consortium responds to Goal One of the Stanislaus County General Plan Housing Element that encourages programs for adequate, affordable housing of all income groups. This goal is supported by Policy 1A directing the County to seek and use federal funds to provide and subsidize low-cost housing (See Programs 1-1, 1-4, 1-13).

The Consortium responds to Goal Three of the Stanislaus County General Plan Housing Element that encourages the conservation and improvement of existing housing stock. This goal is supported by Policy 3A that encourages housing rehabilitation (See Programs 3-1, 3-2).

Additionally, the programs and projects reflect directly the priorities of the Board of Supervisors:

1. A safe community
2. A healthy community
3. Effective partnerships
4. A well-planned infrastructure system
5. Efficient delivery of public services

Approval to Authorize Stanislaus County to Continue Its Participation with the City of
Turlock in a HOME Investment Partnerships Consortium
Page 3

The programs and projects are consistent with the goals and objectives of the Stanislaus County Consolidated Plan, the Stanislaus County General Plan, specifically the Housing Element, the Stanislaus County Redevelopment Plan and the comparable plans of the cities of Ceres, Newman, Oakdale, Patterson, and Waterford. These programs and projects also serve as the chief means to implement those goals, objectives, and plans.

STAFFING IMPACT:

No additional staff is necessary.

ATTACHMENTS:

1. City of Turlock/Stanislaus County HOME Consortium Agreement
2. City of Turlock letter formalizing request to continue Consortium
3. State Certification: City of Turlock/Stanislaus County HOME Consortium Certification 2009-2010

AGREEMENT

**City of Turlock/Stanislaus County HOME Consortium
Federal FY 2009 and 2010**

This AGREEMENT is made and entered into this 24th day of June 2008, by and between the CITY OF TURLOCK, hereafter called "CITY." and STANISLAUS COUNTY, hereinafter called "COUNTY."

WHEREAS, the Congress of the United States has enacted the Cranston Gonzalez National Affordable Housing Act of 1990 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 acquisition, rehabilitation, new construction of affordable housing and tenant-based rental assistance; and

WHEREAS, the Act requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for HOME funds; 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 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 that a consortium shall have one member unit of general local government authorized to act in a representative capacity for all members for purposes of the Act to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; and

WHEREAS, the parties desire to designate the City of Turlock as the lead agency and authorized representative of the Stanislaus County Consortium pursuant to the provisions of this Agreement.

THEREFORE, it is agreed that:

1. City and County will cooperate in the operation of the City of Turlock/Stanislaus County 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 homebuyer and tenant-based rental assistance.
2. CITY shall act as the representative member of the CONSORTIUM for the purposes of the Act.
3. COUNTY shall have thirty (30) calendar days to approve the portions of the Consolidated Plan which pertain to COUNTY before CITY submits final Consolidated Plan to the U.S. Department of Housing and Urban Development. CITY shall incorporate COUNTY changes in Consolidated Plan, if any, provided that they meet HOME requirements.

4. COUNTY shall approve each project funded with HOME funds within COUNTY before CITY approves funding project with HOME funds, provided that COUNTY approval or disapproval does not obstruct the implementation of the approved Consolidated Plan.

5. There shall be a Technical Advisory Committee for the Consortium to recommend spending priorities, policies, and review projects and proposed expenditures. COUNTY shall designate a staff member to participate on the Technical Advisory Committee.

6. COUNTY shall designate a representative to whom all notices and communications from CITY shall be directed. CITY'S duty to notify COUNTY 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 or departments within COUNTY.

7. To carry out activities under this Agreement, CITY shall allocate to COUNTY, a portion of HOME funds received under the Act. Initial allocations shall be determined by formula approved by the Technical Advisory Committee for the CONSORTIUM. If necessary to meet HOME requirements, funds will be reallocated by CITY in accordance with such needs, objectives, or strategies as CITY shall decide. In preparing such needs, objectives, or strategies, CITY shall consult with COUNTY and the Technical Advisory Committee before making its determinations.

8. Each party to this agreement shall affirmatively further fair housing.

9. CITY shall administer the Consortium and perform monitoring, record keeping, and all reporting required by the Act. City shall retain administration funds which shall not exceed ten percent (10%) of the HOME fund allocation per year.

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

11. Pursuant to Government Code Section 895.4, COUNTY shall defend, indemnify, and hold harmless CITY, 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 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 Program described herein, except to the extent that any such claim, suits, actions, losses, or liabilities arise from any act or omission of CITY.

12. Pursuant to Government Code Section 895.4, CITY 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 CITY'S performance of this Agreement and caused by any act or omission of CITY, including failure to comply with any requirement of the Act or the Program described herein, except to the extent that any such claims, suits, actions, losses, or liability arise from any act or omission of COUNTY.

13. COUNTY who is participating in the City of Turlock/Stanislaus County HOME CONSORTIUM shall defend, indemnify, and hold harmless all other participating CITIES for COUNTY's negligent acts or omissions arising from this agreement.

14. This Agreement shall go into effect immediately upon the signature of both parties and shall continue in full force and effect until all activities funded from Federal fiscal years during which COUNTY was a participating jurisdiction in the CONSORTIUM are completed COUNTY will be included in the Consortium for a minimum of two (2) Federal fiscal years, federal years 2009 and 2010.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day first mentioned above.

CITY OF TURLOCK


STANISLAUS COUNTY

By 
Tim Kerr, City Manager

By 
Kirk Ford, Interim Director

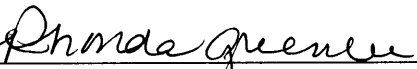
Approved as to form:

Approved as to form:

By 
Richard C. Burton, City Attorney

By 
John P. Doering, County Counsel

Attest:

By 
Rhonda Greenlee, City Clerk



MARTIN T. AMADOR
HOUSING PROGRAM SERVICES MANAGER
mamador@turlock.ca.us

HOUSING PROGRAM SERVICES
TEL: 1-209-668-5610
TDD: 1-800-735-2929

144 S. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5542 EXT 2227 | FAX 209-668-5120

April 25, 2008

Steven B. Sachs, Director
Community Planning and Development Division
U.S. Department of Housing and Urban Development
San Francisco Regional Office – Region IX
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387

RE: Revision to Letter dated March 11, 2008
Renewal of HOME Consortium

Dear Mr. Sachs:

Please accept this letter as our intent to participate as a Consortium for the next two years (2009 – 2010). The City of Turlock will remain as the lead agency for the participating jurisdiction. The following entities are members of the Consortium: City of Turlock, County of Stanislaus, City of Oakdale, City of Patterson, City of Ceres, City of Waterford and the City of Newman. The Cities of Waterford and Patterson have decided to remain in the Consortium.

The HOME Consortium is submitting its documents, for this cycle, for two rather than three years. This will align Stanislaus County's urban county qualification cycle with Turlock's HOME consortium renewal cycle.

We are in the process of preparing the required documents in a timely manner.

Sincerely,

Martin T. Amador

CC: Curt Klaus, CPD Representative
Larry Wuerstle, Program Manager, CPD
John C. French, Assistant City Manager, City of Turlock

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
HOME and Homeownership Section
HOME Investment Partnerships Program**

1800 Third Street, Suite 390-3
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 322-0356
FAX (916) 322-2904



Cc: **Martin** Bob Sherry Maria
Cc: Incoming correspondence
Cc: applicable file

RECEIVED

APR 29 2007

City of Turlock
Housing

April 24, 2008

Sherry Touitou, Housing Program Specialist
City of Turlock – Housing Program Services Division
144 South Broadway
Turlock, CA 95380

RE: City of Turlock/ Stanislaus County HOME Consortium Certification 2009-2010

Dear Ms. Touitou:

This letter is in response to your request for continued State Certification of the City of Turlock/Stanislaus County HOME Consortium. We understand that for 2009-2010 the participating members of the City of Turlock/Stanislaus County HOME Consortium will include the unincorporated areas of Stanislaus County and the cities of Turlock, Oakdale, Ceres, Newman, Patterson, and Waterford. This certification revokes our previous certification issued April 1, 2008.

Our review is undertaken pursuant to Section 216(2) of the Cranston-Gonzalez National Affordable Housing Act as amended, (42 U.S.C. 12701, et.seq.) (Act), which 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 Directives. The Act requires written certification by the State that the Consortium will direct its activities to the alleviation of housing problems within the State.

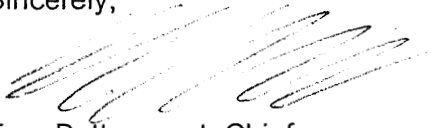
Based upon the information provided regarding your objectives for the use of HOME funds, I am pleased to provide State certification of the City of Turlock/Stanislaus County HOME Consortium for the Federal Fiscal Years 2009 through 2010.

HUD has directed the State to continue to monitor the performance of all cities and counties, (State Recipients), which have received HOME funds from the State, even if they are now members of a consortium or urban county. This includes monitoring of Program Income and long-term rental property issues. Each of these State Recipients must continue to file quarterly reports until all Project Completion Reports have been filed. Further, they must continue to file Annual Reports, monitoring reports and any other necessary reports as long as the State Recipient retains Program Income.

Final determination of membership from HUD is needed to confirm the member cities of your consortium. Please forward an executed copy of the agreement between HUD and the City of Turlock/Stanislaus County HOME Consortium to our office. The agreement also serves as a guide in determining eligibility of cities and counties for the State HOME Program. Provided that the agreement confirms the membership of the consortium as stated above, these cities will not be eligible to receive State HOME Program funds from federal allocations 2009 and 2010.

We wish you continued success in achieving your affordable housing objectives through the HOME Consortium. If we can be of assistance to Consortium members in any way, please contact Christina DiFrancesco at (916) 322-0918.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Bettencourt". The signature is stylized with several loops and is positioned above the printed name.

Tom Bettencourt, Chief
HOME and Homeownership Section
"Authorized Official"

AGREEMENT

**City of Turlock/Stanislaus County HOME Consortium
Federal FY 2009 and 2010**

This AGREEMENT is made and entered into this 9th day of June 2008, by and between STANISLAUS COUNTY, hereinafter called "COUNTY" and the CITY OF CERES, hereinafter called "CITY."

WHEREAS, the Congress of the United States has enacted the Cranston Gonzalez National Affordable Housing Act of 1990 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 acquisition, rehabilitation, new construction of affordable housing and tenant-based rental assistance; and

WHEREAS, the Act requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for HOME funds; 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 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 that a consortium shall have one member unit of general local government authorized to act in a representative capacity for all members for purposes of the Act to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; and

WHEREAS, the parties desire to designate the City of Turlock as the lead agency and authorized representative of the Stanislaus County Consortium pursuant to the provisions of this Agreement.

THEREFORE, it is agreed that:

1. City and County will cooperate in the operation of the City of Turlock/Stanislaus County 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 homebuyer and tenant-based rental assistance.
2. The CITY OF TURLOCK shall act as the representative member of the CONSORTIUM for the purposes of the Act.
3. CITY shall have thirty (30) calendar days to approve the portions of the Consolidated Plan which pertain to CITY before the CITY OF TURLOCK submits the final Consolidated Plan to the U.S.

Department of Housing and Urban Development. The CITY OF TURLOCK shall incorporate CITY changes in Consolidated Plan, if any, provided that they meet HOME requirements.

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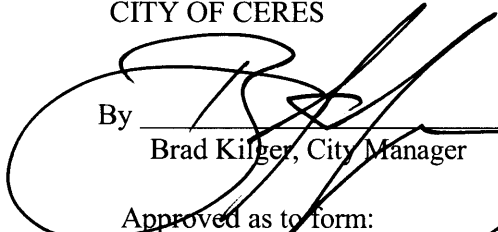
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IN WITNESS WHEREOF, the parties hereto have executed this contract on the day first mentioned above.

Stanislaus County

CITY OF CERES

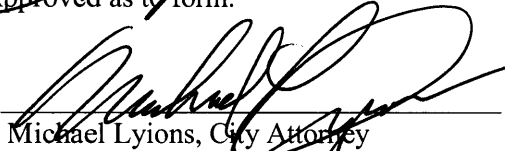
By  _____
Kirk Ford, Interim Director

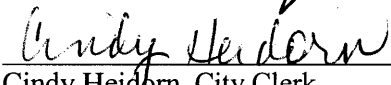
By  _____
Brad Kilger, City Manager

Approved as to form:

Approved as to form:

By  _____
Jack P. Doering, County Counsel

By  _____
Michael Lyons, City Attorney

By  _____
Cindy Heidorn, City Clerk

AGREEMENT

**City of Turlock/Stanislaus County HOME Consortium
Federal FY 2009 and 2010**

This AGREEMENT is made and entered into this 24th day of June 2008, by and between STANISLAUS COUNTY, hereinafter called "COUNTY" and the CITY OF Newman, hereafter called "CITY."

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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 acquisition, rehabilitation, new construction of affordable housing and tenant-based rental assistance; and

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WHEREAS, the parties desire to designate the City of Turlock as the lead agency and authorized representative of the Stanislaus County Consortium pursuant to the provisions of this Agreement.

THEREFORE, it is agreed that:

1. City and County will cooperate in the operation of the City of Turlock/Stanislaus County 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 homebuyer and tenant-based rental assistance.
2. The CITY OF TURLOCK shall act as the representative member of the CONSORTIUM for the purposes of the Act.
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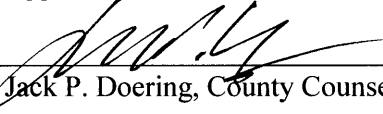
CITY OF NEWMAN

By 
Kirk Ford, Interim Director

By 
Michael E. Holland, City Manager

Approved as to form:

Approved as to form:

By 
Jack P. Doering, County Counsel

By 
Thomas Hallinan, City Attorney

By 
Michael E. Holland, City Clerk

AGREEMENT

**City of Turlock/Stanislaus County HOME Consortium
Federal FY 2009 and 2010**

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9. The CITY OF TURLOCK shall administer the Consortium and perform monitoring, record keeping, and all reporting required by the Act. City shall retain administration funds which shall not exceed ten percent (10%) of the HOME fund allocation per year.

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

11. Pursuant to Government Code Section 895.4, COUNTY shall defend, indemnify, and hold harmless CITY, 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 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 Program described herein, except to the extent that any such claim, suits, actions, losses, or liabilities arise from any act or omission of CITY.

12. Pursuant to Government Code Section 895.4, CITY 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 CITY'S performance of this Agreement and caused by any act or omission of CITY, including failure to comply with any requirement

of the Act or the Program described herein, except to the extent that any such claims, suits, actions, losses, or liability arise from any act or omission of COUNTY.

13. CITY who is participating in the City of Turlock/Stanislaus County HOME CONSORTIUM shall defend, indemnify, and hold harmless all other participating CITIES for CITY's negligent acts or omissions arising from this agreement.

14. This Agreement shall go into effect immediately upon the signature of both parties and shall continue in full force and effect until all activities funded from Federal fiscal years during which CITY was a participating jurisdiction in the CONSORTIUM are completed CTY will be included in the Consortium for a minimum of two (2) Federal fiscal years, federal years 2009 and 2010.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day first mentioned above.

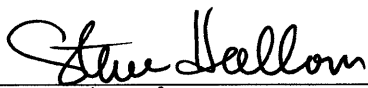
Stanislaus County

By 
Kirk Ford, Interim Director

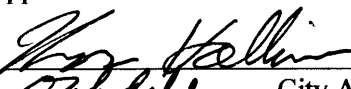
Approved as to form:

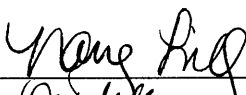
By 
Jack P. Doering, County Counsel

CITY OF Oakdale

By 
Oakdale, City Manager

Approved as to form:

By 
Oakdale, City Attorney

By 
Oakdale, City Clerk

AGREEMENT

**City of Turlock/Stanislaus County HOME Consortium
Federal FY 2009 and 2010**

This AGREEMENT is made and entered into this 6th day of June 2008, by and between STANISLAUS COUNTY, hereinafter called "COUNTY" and the CITY OF PATTERSON, hereafter called "CITY."

WHEREAS, the Congress of the United States has enacted the Cranston Gonzalez National Affordable Housing Act of 1990 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 acquisition, rehabilitation, new construction of affordable housing and tenant-based rental assistance; and

WHEREAS, the Act requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for HOME funds; 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 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 that a consortium shall have one member unit of general local government authorized to act in a representative capacity for all members for purposes of the Act to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; and

WHEREAS, the parties desire to designate the City of Turlock as the lead agency and authorized representative of the Stanislaus County Consortium pursuant to the provisions of this Agreement.

THEREFORE, it is agreed that:

1. City and County will cooperate in the operation of the City of Turlock/Stanislaus County 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 homebuyer and tenant-based rental assistance.
2. The CITY OF TURLOCK shall act as the representative member of the CONSORTIUM for the purposes of the Act.
3. CITY shall have thirty (30) calendar days to approve the portions of the Consolidated Plan which pertain to CITY before the CITY OF TURLOCK submits the final Consolidated Plan to the U.S.

Department of Housing and Urban Development. The CITY OF TURLOCK shall incorporate CITY changes in Consolidated Plan, if any, provided that they meet HOME requirements.

4. THE CITY OF TURLOCK shall approve each project funded with HOME funds within CITY before the CITY OF TURLOCK approves funding project with HOME funds, provided that the CITY OF TURLOCK approval or disapproval does not obstruct the implementation of the approved Consolidated Plan.

5. There shall be a Technical Advisory Committee for the Consortium to recommend spending priorities, policies, and review projects and proposed expenditures. CITY shall designate a staff member to participate on the Technical Advisory Committee.

6. CITY shall designate a representative to whom all notices and communications from the CITY OF TURLOCK shall be directed. The CITY OF TURLOCK's duty to notify CITY 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 or departments within COUNTY.

7. To carry out activities under this Agreement, the CITY OF TURLOCK shall allocate to the CITY, a portion of HOME funds received under the Act. Initial allocations shall be determined by formula approved by the Technical Advisory Committee for 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, CITY shall consult with the CITY OF TURLOCK and the Technical Advisory Committee before making its determinations.

8. Each party to this agreement shall affirmatively further fair housing.

9. The CITY OF TURLOCK shall administer the Consortium and perform monitoring, record keeping, and all reporting required by the Act. City shall retain administration funds which shall not exceed ten percent (10%) of the HOME fund allocation per year.

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

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14. This Agreement shall go into effect immediately upon the signature of both parties and shall continue in full force and effect until all activities funded from Federal fiscal years during which CITY was a participating jurisdiction in the CONSORTIUM are completed CTY will be included in the Consortium for a minimum of two (2) Federal fiscal years, federal years 2009 and 2010.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day first mentioned above.


STANISLAUS COUNTY

By 
Kirk Ford, Interim Director

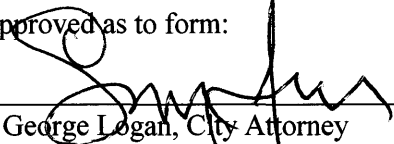
Approved as to form:


By 
Jack P. Doering, County Counsel

CITY OF PATTERSON

By 
M. Cleve Morris, City Manager

Approved as to form:

By 
George Logan, City Attorney

By 
Maricela Vela, City Clerk

AGREEMENT

**City of Turlock/Stanislaus County HOME Consortium
Federal FY 2009 and 2010**

This AGREEMENT is made and entered into this 5th day of June 2008, by and between STANISLAUS COUNTY, hereinafter called "COUNTY" and the CITY OF WATERFORD, hereafter called "CITY."

WHEREAS, the Congress of the United States has enacted the Cranston Gonzalez National Affordable Housing Act of 1990 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 acquisition, rehabilitation, new construction of affordable housing and tenant-based rental assistance; and

WHEREAS, the Act requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for HOME funds; 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 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 that a consortium shall have one member unit of general local government authorized to act in a representative capacity for all members for purposes of the Act to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; and

WHEREAS, the parties desire to designate the City of Turlock as the lead agency and authorized representative of the Stanislaus County Consortium pursuant to the provisions of this Agreement.

THEREFORE, it is agreed that:

1. City and County will cooperate in the operation of the City of Turlock/Stanislaus County 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 homebuyer and tenant-based rental assistance.
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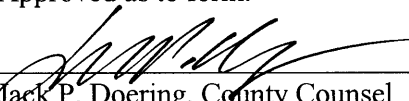
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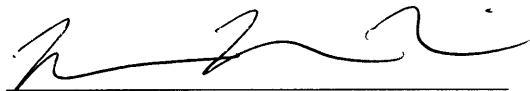
Stanislaus County

By 
Kirk Ford, Interim Director

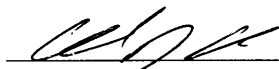
Approved as to form:

By 
Jack P. Doering, County Counsel

CITY OF WATERFORD

By 
William Broderick-Villa, Mayor

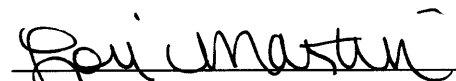
Approved as to form:

By 
Corbett J. Browning, City Attorney

Approved as to content:

By 
Charles E. Deschenes, City Administrator

ATTEST:


By Lori Martin, City Clerk