



Contract Number

SAP Number

Community Development and Housing

Department Contract Representative	Bryan Anderson, Supervising Analyst
Telephone Number	(909) 387-4351
Consultant	City of Montclair
Consultant Representative	Christine Caldwell
Telephone Number	(909) 625-9413
Contract Term	2015-2018;2018-2021
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A

FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT

This First Amendment to the Amended and Restated Cooperation Agreement is made and entered into by and between the County of San Bernardino, of the State of California, hereinafter to as "COUNTY," and the City of Montclair , a city within the COUNTY, hereinafter referred to as "CITY."

WHEREAS, the COUNTY and the CITY entered into that Amended and Restated Cooperation Agreement for Housing and Urban Development Community Development and Planning Grants for Fiscal Years 2015-16, 2016-17, 2017-18 and Subsequent Automatic Renewals, Unless Terminated, Contract No. 14-408 , hereinafter referred to as "Agreement."

WHEREAS, pursuant to Section 2 of the Agreement, the CITY and COUNTY can adopt amendments necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice.

WHEREAS, the United States Department of Housing and Urban Development has notified the COUNTY that the Agreement must be amended to include provisions in Notice CPD-20-03.

WHEREAS, to implement and effectuate the provisions in Notice CPD-20-03, the COUNTY and CITY desire to enter into this First Amendment to the Amended and Restated Cooperation Agreement, hereinafter referred to as "First Amendment."

NOW, THEREFORE, the COUNTY and CITY hereby agree that the Agreement is amended as follows effective July 1, 2021:

Section 2 of the Agreement is hereby amended to include the following:

By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the COUNTY will notify the CITY in writing of its right not to participate and that such notice will be sent to the HUD Field Office by the date specified in the Urban County Qualification Notice schedule. If the CITY elects not to participate in a new qualification period, it must provide written notice to the COUNTY and send a copy of that notice to the HUD Field Office.

Section 5 of the Agreement is hereby amended to include the following:

The COUNTY and the CITY obligate themselves to take all actions necessary to assure compliance with the COUNTY's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a). The COUNTY and the CITY obligate themselves to comply with section 109 of Title I of the Housing and Community Development Act of 1973, of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws. The COUNTY will prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with the COUNTY's fair housing certification.

Section 16 of the Agreement is hereby added to the Agreement as follows:

16. The CITY understands that it may receive a formula allocation under the ESG Program only through the urban county.

Section 17 of the Agreement is hereby added to the Agreement as follows:

17. The COUNTY has authorized its Chief Executive Officer to execute all documents, including any necessary Amendments, to comply with, and implement, HUD CPD Notices and other requirements. The CITY has authorized its City Manager to execute all documents, including any necessary Amendments, to comply with, and implement, HUD CPD Notices and other requirements.

Section 18 of the Agreement is hereby added to the Agreement as follows:

18. The COUNTY and CITY have each caused this AGREEMENT to be authorized by its respective duly authorized officers, on its behalf.

Except as expressly modified by this Amendment, all other provisions of the Agreement remain unmodified and continue in full force and effect. In the event of any conflict between this Amendment and the Agreement, the

provisions of this Amendment shall prevail. This Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the COUNTY and CITY have each caused this Amendment to be authorized by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

CITY OF MONTCLAIR

►

Curt Hagman, Chairman, Board of Supervisors

By ► _____

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

Name _____

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title _____

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Suzanne Bryant, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►

Gary Hallen, Director
Date _____