

COUNTY OF SAN MATEO
HUMAN SERVICES AGENCY
OFFICE OF HOUSING

Date: June 6, 2001
Hearing Date: June 19, 2001

TO: Honorable Board of Supervisors
FROM: Maureen Borland, Director, Human Services Agency
Steve Cervantes, Director, Office of Housing
RE: RESOLUTION AUTHORIZING EXECUTION OF SECOND AMENDMENT
TO AGREEMENT WITH SOUTH SAN FRANCISCO TO FUND A RENTAL
REHABILITATION PROGRAM WITH HOME FUNDS

RECOMMENDATION

Adopt a Resolution authorizing execution of a Second Amendment to Agreement with the City of South San Francisco to operate a Rental Rehabilitation Program with HOME Program funds.

Background

On October 1, 1996, the County entered into an agreement with the City of South San Francisco to provide \$154,500 of FY 96 HOME Program funds for the City to operate a Rental Rehabilitation Program within its jurisdiction. On September 2, 1998, the Agreement was amended to provide an additional \$465,055 from FY 97 and 98 HOME Program funds, bringing the total funding to \$619,555.

Of the \$619,555, \$322,500 was used for the acquisition and rehabilitation of a 4-plex on Commercial Avenue. The City of South San Francisco provided an additional \$107,500 of Redevelopment Agency Funds plus \$150,000 of CDBG funds toward the project.

The balance of \$295,055 under the agreement has been allocated toward the revitalization of the Willow Gardens area of the City. The City plans to acquire and rehabilitate approximately 25% of the units within the neighborhood. It is anticipated that as a part of the overall strategy, the remaining property owners will choose to participate in the general revitalization of the neighborhood. The City is contributing substantial Redevelopment Agency funds toward this activity and is offering other incentives to the private property owners. The properties acquired with the HOME funds will be owned and operated by Mid-Peninsula Housing Coalition, a non-profit housing provider.

Discussion

On June 1, 1999, the Board approved the recommendation of the HOME Program Review Committee to allocate an additional \$250,000 toward this activity. This amendment implements that recommendation by increasing the total amount of the Agreement to \$869,555. These additional funds along with the balance of the funds already provided will be leveraged with Redevelopment Agency funds and conventional loans to acquire three 4-plex buildings in the Willow Gardens area.

The agreement has been approved by the County Counsel's Office, and meets HUD regulations. Risk Management has reviewed and approved the contractor's insurance coverage.

Fiscal Impact

This project is included in the current Office of Housing Budget. There are no General Funds used in this project.

[Jack D. Marquis, HCD Specialist III, Ext 5035]

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RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING EXECUTION OF
SECOND AMENDMENT TO AGREEMENT WITH
CITY OF SOUTH SAN FRANCISCO TO FUND
A RENTAL REHABILITATION PROGRAM
WITH HOME PROGRAM FUNDS**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, County and City entered into an Agreement dated October 1, 1996, Board of Supervisors Resolution No. 60620, which provided \$154,500 of HOME Program funds from FY 96 allocation to South San Francisco to operate a rental rehabilitation program, which agreement was amended on September 2, 1998 increasing the funds available to \$619,555, \$265,055 from FY 97 and \$200,000 from FY 98; and

WHEREAS, on June 1, 1999 the Board of Supervisors approved the recommendations of the HOME Program Review Committee for the FY 99 allocation which included an additional \$250,000 for the City to operate an Acquisition and Rental Rehabilitation Program in the Willow Gardens area of the City; and

WHEREAS, County and City desire to amend said Agreement to add said \$250,000;

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance, an Amendment to Agreement between the County of San Mateo and the City of South San Francisco, reference to which is hereby made for further particulars, and the Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that the President of this Board of Supervisors be, and the President is hereby authorized and directed to execute said Amendment to Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

**SECOND AMENDMENT TO
AGREEMENT BETWEEN
SAN MATEO COUNTY
HUMAN SERVICES AGENCY
AND
CITY OF SOUTH SAN FRANCISCO
TO FUND
A RENTAL REHABILITATION PROGRAM
WITH HOME PROGRAM FUNDS**



Agency Contact Person:
Jack D. Marquis
HCD Specialist III
802-5035

**SECOND AMENDMENT TO AGREEMENT WITH
CITY OF SOUTH SAN FRANCISCO TO FUND
A RENTAL REHABILITATION PROGRAM
WITH HOME PROGRAM FUNDS**

THIS AMENDMENT TO AGREEMENT, made and entered into this ___ day of _____, 20___, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County", and the CITY OF SOUTH SAN FRANCISCO, hereinafter referred to as "City".

WITNESSETH

WHEREAS, County and City entered into an Agreement dated October 1, 1996, Board of Supervisors Resolution No. 60620, which provided \$154,500 of HOME Program funds from FY 96 allocation to South San Francisco to operate a rental rehabilitation program, which agreement was amended on September 2, 1998 increasing the funds available to \$619,555, \$265,055 from FY 97 and \$200,000 from FY 98; and

WHEREAS, on June 1, 1999 the Board of Supervisors approved the recommendations of the HOME Program Review Committee for the FY 99 allocation which included an additional \$250,000 for the City to operate an Acquisition and Rental Rehabilitation Program in the Willow Gardens area of the City; and

WHEREAS, County and City desire to amend said Agreement to add said \$250,000;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Clause 2A **Payments Maximum Amount** shall be amended in its entirety to read as follows:

In full consideration of the City's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay under this Agreement shall not exceed \$869,555.

2. A new section 6D is added to the Agreement to read as follows:

D. Enforcement

In addition to any other remedies or penalties, the following shall apply:

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the City to penalties, to be determined by the County Manager, including but not limited to:

- i) termination of this Agreement;
- ii) disqualification of the City from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damaged of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i) examine City's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to City under the Contract or any other Contract between the City and County.

City shall report to the County Manager the filing by any person in any court of any complaint of discrimination of the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified City that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstances. City shall provide County with a copy of their response to the Complaint when filed.

All other terms and conditions of the above said agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

Date: _____

By: _____
Michael D. Nevin, President
Board of Supervisors

Attest:

DM Payne

CITY OF SOUTH SAN FRANCISCO

Date: 4/12/01

By: MAW
Name: Michael A. Wilson
Title: City Manager

Tax ID #: 946000435

APPROVED

DATE 4-10-01

Kim Johnson
Asst. CITY ATTORNEY

COUNTY OF SAN MATEO
MEMORANDUM

DATE: May 24, 2001
TO: Priscilla Harris Morse, Risk Manager
FROM: Jack D. Marquis, HCD Specialist III FAX 802-5049 PONY HSA 209
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: City of south San Francisco
DO THEY TRAVEL: no

PERCENT OF THE TIME: n/a

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Administer a HOME Program within City jurisdiction

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$7,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$7,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	na	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	\$10,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Request approval of insurance as stated above.

Priscilla Morse
SIGNATURE

PONY EPS 163 SUBMIT TO RISK MANAGEMENT OR FAX 363-4864

ABAG PLAN Corporation
CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YYYY)

JULY 28, 2000

BROKER: GALLAGHER HEFFERNAN INSURANCE
P. O. BOX 7443
SAN FRANCISCO, CA 94120-7443
415/546-9300

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW, UNLESS STIPULATED UNDER "DESCRIPTION":

COMPANIES AFFORDING COVERAGE:

- COMPANY A **ABAG PLAN Corporation**
- COMPANY B **Travelers Insurance**
- COMPANY C
- COMPANY D

PROVIDER: ABAG PLAN CORPORATION
P. O. BOX 2050
OAKLAND, CA 94604-2050
510/464-7969

INSURED: CITY OF SOUTH SAN FRANCISCO
P.O. BOX 711
SOUTH SAN FRANCISCO, CA 94083

THIS IS TO CERTIFY THAT COVERAGE AGREEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMITS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	ABAG PLAN 00/01	7/01/00	6/30/2001	BODILY INJURY		
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM						
	<input checked="" type="checkbox"/> PRODUCT/COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> PREMISES / OPERATIONS						
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
A	AUTOMOBILE LIABILITY	ABAG PLAN 00/01	7/01/00	6/30/2001	BODILY INJURY PER PERSON		
	<input checked="" type="checkbox"/> ANY AUTO						
	<input checked="" type="checkbox"/> ALL OWNED AUTO (PRIVATE PASSENGER)						
	<input checked="" type="checkbox"/> RENTAL / LEASE AUTO						
	<input checked="" type="checkbox"/> NON- OWNED AUTOS						
	<input checked="" type="checkbox"/> ALL OWNED AUTO (OTHER THAN PRIV. PASS.)						
	<input type="checkbox"/> GARAGE LIABILITY						
B	PROPERTY INSURANCE	KTJCMB122D773300	7/01/00	6/30/01	PROPERTY	(per schedule)	
	<input checked="" type="checkbox"/> PROPERTY / ALL RISK						
	<input checked="" type="checkbox"/> BOILER & MACHINERY				\$50,000,000		

DESCRIPTION: General liability insurance includes Public Officials' Errors and Omissions. This Certificate is issued as Proof of Insurance with regard to confirming that the City of South San Francisco as an active member and In good standing with coverage as indicated above.

CERTIFICATE HOLDER

CANCELLATION

CITY OF SOUTH SAN FRANCISCO
ATTENTION: SUSIE CHOI
P.O. BOX 711
SOUTH SAN FRANCISCO, CA 94083

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE PROVIDER/PROVIDER WILL ENDEAVOR TO MAIL 30-DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. HOWEVER, FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

MARCUS BEVERLY, Risk Manager
ABAG PLAN CORPORATION

**SPECIFIC EXCESS WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INDEMNITY POLICY****EMPLOYERS REINSURANCE CORPORATION**

No. 0637365

SCHEDULE

1. Insured: City of South San Francisco
2. Mailing address: P.O. Box 711
South San Francisco, California 94044
3. Named states: California
4. Excluded states: None
5. Policy Period:
 - (a) From: January 1, 2001
 - (b) To: January 1, 2002Both days at 12:01 A.M. standard time at the Insured's address shown in Item 2 of this Schedule
6. Retention:
 - (a) Each accident: \$300,000
 - (b) Each employee for disease: \$300,000
7. Limit each accident:
 - (a) Policy Part One, Workers Compensation: \$10,000,000
 - (b) Policy Part Two, Employers Liability: \$ 1,000,000
8. Limit each employee for disease:
 - (a) Policy Part One, Workers Compensation: \$10,000,000
 - (b) Policy Part Two, Employers Liability: \$ 1,000,000

10. Endorsement serial numbers:

- Endorsement No. 1 - S-45(12/97)
- Endorsement No. 2 - SAC-66
- Endorsement No. 3 - SC-77
- Endorsement No. 4 - S-78

Countersigned

EMPLOYERS REINSURANCE CORPORATION
HOME OFFICE - 5200 Metcalf, P.O. Box 2991
Overland Park, Kansas 66201
(913) 676-5200 or 1-800-255-6931

Licensed Resident Agent

Date

Thomas J. Smith

Authorized Representative