

**COOPERATION AGREEMENT
BETWEEN
THE COUNTY OF SAN MATEO,
AND
THE CITY OF SOUTH SAN FRANCISCO**

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

**COOPERATION AGREEMENT
BETWEEN
THE COUNTY OF SAN MATEO,
AND
THE CITY OF SOUTH SAN FRANCISCO**

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and among 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**, a duly incorporated City within the County of San Mateo, hereinafter referred to as "**City**".

WITNESSETH

WHEREAS, the National Affordable Housing Act of 1990, Public Law 101-625, enacted November 28, 1990, provides for the distribution of federal funds through the HOME Investment Partnerships Act to eligible public entities; and

WHEREAS, those public entities which are eligible to receive said funds are metropolitan cities, urban counties, or consortia whose formula allocation for distribution of HOME funds is equal to or greater than \$500,000; and

WHEREAS, public entities that do not otherwise come within the definition of an eligible public agency may cooperate and participate with an eligible public entity to form a consortium for purposes of receiving HOME funds; and

WHEREAS, the County of San Mateo has heretofore qualified as an urban county under the Housing and Community Development Act of 1974 and is eligible under the formula allocation to receive HOME funds; and

WHEREAS, the County has solicited the cooperation and co-participation of public entities such as South San Francisco in a Consortium for purposes of receiving HOME funds under the National Affordable Housing Act and promoting affordable housing; and

WHEREAS, City desires to cooperate and co-participate with County in a Consortium for purposes of receiving HOME funds and promoting affordable housing; and

WHEREAS, a Cooperation Agreement by and between City and County establishes the formal relationship to cooperate and co-participate as a Consortium and is specifically authorized under the provisions of Government Code Section 26227; and

WHEREAS, Federal regulations 24 CFR Part 92 governing the Home Investment Partnership Act state that the cooperation agreement must be completed and submitted by June 30, 2002; and

WHEREAS, City now desires to enter into the instant Cooperation Agreement with the County of San Mateo so that they may qualify, under applicable provisions of the National Affordable Housing Act and HUD regulations, as co-participant with County in eligible activities under the Act:

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties hereto agree as follows:

1. Purpose: This agreement is for the purpose of enabling the County and City to cooperate in undertaking, or assisting in undertaking, public-private partnerships to provide more affordable housing within San Mateo County through the use of HOME funds to carry out multi-year housing strategies through acquisition, rehabilitation, new construction of housing, tenant-based rental assistance and financing of rental housing and first-time homeowners programs, primarily to benefit low and very low income households.

2. Term: The term of this agreement shall be for the Federal fiscal years 2003, 2004 and 2005, or until HUD revokes the Consortium's designation as a participating jurisdiction. This agreement shall remain in effect until the HOME funds from each of the Federal fiscal years are closed out pursuant to Federal regulation 24 CFR 92.507.

3. Consortium Representative: The County of San Mateo is authorized to act in a representative capacity for all Consortium member units of general local government for the purposes of the HOME program.

4. Consortium Responsibility:

a. Consortium Representative's Responsibility: County, as designated representative of the Consortium, has the ultimate and overall responsibility, under the Act, and in the view of HUD, for ensuring that the Consortium's HOME program is carried out in compliance with the requirements of 24 CFR Part 92, including the submission of a Program Description for the use of HOME funds which has been mutually agreed upon by City and County, and for providing all assurances or certifications required under 24 CFR Part 92. The Program Description sets forth the Consortium's estimated use of HOME funds (consistent with needs identified in its approved consolidated housing strategy) within each of the eligible activity categories. Therefore, County requires City, and City agrees to, strict adherence to the Program Description as approved, and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with the County's certifications under the Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing) and Title VI of the Civil Rights Act of 1964; and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. County shall not provide HOME funds for activities in, or in support of, any cooperating city that does not affirmatively further fair housing within its own jurisdiction or for activities that impede the County's actions to comply with its fair housing certification. In addition, the County and City are responsible for taking all required actions to comply with the provisions of the National Environmental Policy Act of 1969.

b. City Subject to Same Requirements as Subrecipients: Pursuant to 24 CFR 92.504(a), City is subject to the same requirements applicable to subrecipients, including the requirement of a written

agreement set forth in 24 CFR 92.504(b). County, as Consortium representative, has the responsibility for ensuring that HOME funds are used in accordance with all program requirements, for determining the adequacy of performance under agreements and procurement contracts, and for taking appropriate action when performance problems arise. Therefore, before disbursing any HOME funds to City or projects in City, County will require City, and City agrees to, enter into a written agreement for each individual project.

5. Membership: The County of San Mateo is authorized to amend the consortium agreement on behalf of the entire consortium to add new members to the consortium.

6. Equal Employment Opportunities: Under County's ultimate supervision and responsibility as Consortium representative, City covenants and agrees that they will abide by and enforce all applicable equal employment requirements including, but not limited to, Executive Order 11246 (Equal Employment Opportunities Act).

7. County's Responsibility to City: In addition to the foregoing obligations, County agrees:

a. As Consortium representative, County shall, in preparing future plans under the National Affordable Housing Act, solicit to the extent allowed by the Act and all HUD regulations, City's participation in the development of such future plans which refer to City's activities under the Act.

b. As Consortium representative, County agrees to distribute funding it receives from the Consortium's current plan application and in future plans, in accordance with the terms and provisions therein contained, or in accordance with such terms and conditions as required of HUD by the National Affordable Housing Act. As Consortium representative, the County recognizes that City has specific geographical housing needs that are described in the Consolidated Housing & Community Development Plan, representing approximately 14-16% of the Consortium's needs as defined by HUD allocation formulas. Accordingly, the County will consider these needs in the distribution of the annual HOME funds.

c. As Consortium representative, County agrees to allocate one percent (1%) of the Consortium's total annual allocation to DC and one percent (1%) of the Consortium's total annual allocation to SSF for general administration activities.

8. City's Responsibilities to County: In addition to the foregoing obligations:

a. City agrees to expend any funds received by virtue of any of the Consortium's plans only in accordance with the terms and conditions stated therein, or as amended by HUD.

b. City agrees to cooperate with County as Consortium representative in the development of future plan applications for HOME funds under the Act, with regard to affordable housing development activities to be continued or undertaken by City within its boundaries.

c. City agrees, in return for the distribution of general administration funds, to participate in the preparation of the Consolidated Housing & Community Development Plan, prepare annual reports

as they relate to City, and to perform other activities pertinent for Entitlement Cities participating in the HOME program.

9. Local HOME Investment Trust Fund:

a. As Consortium representative, County must establish a local HOME Investment Trust Fund account.

b. Any repayments of HOME funds and matching, contributions and any payment of interest or other return on the investment of HOME funds and matching contributions must be placed in the local HOME Investment Trust Fund account.

c. County has the responsibility for monitoring and reporting to HUD on the use of any such local HOME Investment Trust Fund monies and County shall require appropriate record keeping and reporting by City as may be needed for this purpose.

d. In the event of close-out or change in status of City, any HOME program income that is on hand or received subsequent to the close-out or change in status shall be paid into the local HOME Investment Trust Fund administered by the County as Consortium representative.

10. Fair Housing: The parties hereto agree to affirmatively further fair housing, which means they will conduct an analysis of impediments to fair housing choice within their jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

11. Headings: The headings in this document are merely for the convenience of the parties, and do not form a material part of this document. Headings shall not be considered in the construction of this document.

12. Minor Amendments to the Agreement: Should it become necessary to change the language of this agreement to meet HUD approval, without making major changes and without altering the intent of the agreement, such changes may be made administratively with the written consent of the City Manager of City and the County Manager. All remaining provisions of said agreement shall remain in full force and effect for the term provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

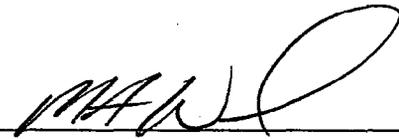
COUNTY OF SAN MATEO

Jerry Hill, President
Board of Supervisors

ATTEST:

Clerk of Said Board

CITY OF SOUTH SAN FRANCISCO



City Manger

ATTEST:



City Clerk



CITY ATTORNEY

COUNTY OF SAN MATEO
MEMORANDUM

DATE: April 8, 2002
TO: Priscilla Harris Morse, Risk Manager
FROM: Jack D. Marquis, HCD Specialist III
SUBJECT: Contract Insurance Approval
CONTRACTOR NAME: City of South San Francisco
DO THEY TRAVEL: no
PERCENT OF THE TIME: n/a

FAX 802-5049 PONY HSA 209

DUTIES (SPECIFIC): Cooperation Agreement for HOME Consortium

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$7,000,000	X		
Motor Vehicle Liability	\$7,000,000	X		
Professional Liability	na		X	
Worker's Compensation	\$5,000,000	X		

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/YY)
JULY 25, 2001

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

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 CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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

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 LIMIT		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	ABAG PLAN 01-02	7/01/02	6/30/2002			
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY		
	<input checked="" type="checkbox"/> PRODUCT/ COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> PREMISES / OPERATIONS				PROPERTY DAMAGE		
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD						
	<input checked="" type="checkbox"/> CONTRACTUAL				BI & PD COMBINED	\$7,000,000	
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
A	AUTOMOBILE LIABILITY	ABAG PLAN 01/02	7/01/01	6/30/2002			
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY PER PERSON		
	<input checked="" type="checkbox"/> ALL OWNED AUTO (PRIVATE PASSENGER)				BODILY INJURY PER ACCIDENT		
	<input checked="" type="checkbox"/> RENTAL / LEASE AUTO				PROPERTY DAMAGE		
	<input checked="" type="checkbox"/> NON- OWNED AUTOS						
	<input checked="" type="checkbox"/> ALL OWNED AUTO (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$7,000,000	
B	PROPERTY INSURANCE	PEPIP 2001/02	7/01/01	6/30/02			
	<input checked="" type="checkbox"/> PROPERTY / ALL RISK				PROPERTY. BOILER & MACH	(per schedule)	\$50,000,000
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> BOILER & MACHINERY						

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 is a member and in good standing with coverage as indicated above.

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

CANCELLATION

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, 2002
 - (b) **To:** January 1, 2003Both 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:** \$5,000,000
 - (b) **Policy Part Two, Employers Liability:** \$1,000,000
8. **Limit each employee for disease:**
 - (a) **Policy Part One, Workers Compensation:** \$5,000,000
 - (b) **Policy Part Two, Employers Liability:** \$1,000,000
9. **Premium:**
 - (a) **Payroll divided by \$100 multiplied by:** .2054
 - (b) **Minimum:** \$58,090.00
 - (c) **Deposit:** \$64,544.00

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. Finley

Authorized Representative