

**AMENDMENT TO
AGREEMENT BETWEEN
COUNTY OF SAN MATEO
AND
CITY OF SOUTH SAN FRANCISCO
TO FUND AN
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
WITH HOME PROGRAM FUNDS**



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

**AMENDMENT TO AGREEMENT
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AND CITY OF SOUTH SAN FRANCISCO TO FUND
AN AFFORDABLE HOUSING DEVELOPMENT PROGRAM
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THIS AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____, 2002, 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 "Contractor".

WITNESSETH

WHEREAS, County and Contractor entered into an Agreement dated May 14, 2002, Board of Supervisors Resolution No. 65256 to provide HOME Program funds to the City of South San Francisco to fund a Rental Property Acquisition/Rehabilitation Program targeted at the Willow Gardens neighborhood; and

WHEREAS, Contractor applied for additional funding assistance to expand the program area to include the downtown corridor; and

WHEREAS, on June 4, 2002, the Board of Supervisors approved the HOME Program funding for FY 2002-03 which included \$400,000 in additional funding for this expansion of the project to include the downtown corridor; and

WHEREAS, County and Contractor desire to amend said Agreement to provide for such an expansion to the project;

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

1. Section 4.A. ("Maximum Amount") of the Agreement is hereby amended in its entirety to read as follows:

A. Maximum Amount. In full consideration of Contractors performance of the services described in Exhibit A, the amount that the County shall be obligated to pay under this Agreement shall not exceed \$900,000.00.

2. Exhibit A of the Agreement is changed in its entirety to read as follows:

With the funds provided, Contractor shall administer an Affordable Housing Development Program for the purposes of acquiring and rehabilitating multi-family rental properties. Unless otherwise agreed in writing by the Director, the funds provided to Contractor under this Agreement shall be used exclusively for the acquisition and/or rehabilitation of multi-family housing in the area of South San Francisco commonly known and referred to as the Willow Gardens neighborhood and the area surrounding the downtown Grand Avenue corridor. Contractor may propose alternate HOME eligible projects in writing as provided

under this Agreement but such projects must be specifically approved in advance in writing by the Director.

Contractor may pass the funds through to a non-profit housing developer to act as owner-operator of the housing. If Contractor passes such fund through to a non-profit housing developer in the form of a loan, the County shall be named as beneficiary on any loan documents or security instrument. Contractor agrees that, in the event County was not named as beneficiary under any loan documents or security instruments executed in connection with any prior programs or projects funded with HOME funds, Contractor shall assign such beneficial interest to the County prior to disbursement of any funds under this Agreement.

Contractor shall be responsible for carrying out the day to day operations of the program; performing initial and yearly housing inspections; preparing cost estimates and construction bid documents; developing contractual agreements with property owners, to ensure that HOME affordability regulations and housing quality standards are enforced; monitoring construction for compliance with work specifications and Davis-Bacon requirements; and performing any and all monitoring required for enforcement of HOME regulations. Contractor shall be responsible for compliance with all federal regulations relating to the HOME program.

Contractor shall maintain files on each project funded under this Agreement which shall contain all pertinent HOME information, including, but not limited to, individual project applications, title documents and deed restrictions required to ensure compliance with HOME requirements.

Contractor shall provide to County all information required by the HOME program for setting up a project in the IDIS system, and shall maintain all back-up documentation for each payment request in its project files.

All other terms and conditions of the Agreement 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

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____

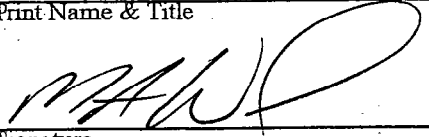
Attest:

Clerk of Said Board

Date: _____

CITY OF SOUTH SAN FRANCISCO

By: MICHAEL A. WILSON
Print Name & Title


Signature

Date: AUGUST 19, 2002

Tax ID #: 94-6000435

APPROVED

DATE 8-15-02


CITY ATTORNEY

COUNTY OF SAN MATEO
MEMORANDUM

DATE: April 8, 2002

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

DUTIES (SPECIFIC): Cooperation Agreement for HOME Consortium

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	\$5,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Request approval of insurance as stated above.


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

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":

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

COMPANIES AFFORDING COVERAGE:

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

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 LIMIT		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	ABAG PLAN 01-02	7/01/02	6/30/2002	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				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	BODILY INJURY PER PERSON		
	<input checked="" type="checkbox"/> ANY AUTO						
	<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				BI & PD COMBINED	\$7,000,000	
	<input checked="" type="checkbox"/> ALL OWNED AUTO (OTHER THAN PRJV. PASS.)						
B	PROPERTY INSURANCE	PEPIP 2001/02	7/01/01	6/30/02	PROPERTY, BOILER & MACH	(per schedule)	
	<input checked="" type="checkbox"/> PROPERTY / ALL RISK				\$50,000,000		
	<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	CANCELLATION
CITY OF SOUTH SAN FRANCISCO P.O. BOX 711 SOUTH SAN FRANCISCO, CA 94083 Att: SUSIE CHOI	
	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