

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

TOWN OF ATHERTON

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
TOWN OF ATHERTON,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the Town of Atherton, hereinafter referred to as "TOWN", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between Town and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and Town on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the Town, and the Town Council of the Town may contract with the County for the performance of the Town functions by the appropriate officers and employees of the County; and

WHEREAS, the Town desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the Town within the territorial limits of said Town and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the Town with respect to the Town's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the Town as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
 - a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the Town on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the Town.
- j. The County shall not replace the legal responsibilities and/or duties of the Town Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of Town Department of Planning and Development Services.

C. SUPPORT BY TOWN

The Town shall furnish the necessary support for the outreach effort including, if needed, the following:

- 1. Provide space to disseminate rehabilitation program information.
- 2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
- 3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The Town will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The Town recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the Town, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the Town shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the Town, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the Town, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the Town to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

TOWN OF ATHERTON

By: Alan B. Carlson, Mayor

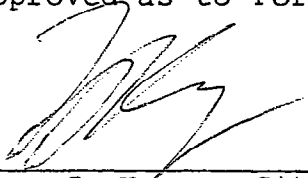
Print Name & Title



Signature

Date: October 16, 2002

Approved as to Form



Marc G. Hynes, City Attorney

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

CITY OF BELMONT

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
CITY OF BELMONT,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the City of Belmont, hereinafter referred to as "City", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between City and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and City on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the City, and the City Council of the City may contract with the County for the performance of the City functions by the appropriate officers and employees of the County; and

WHEREAS, the City desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the City within the territorial limits of said City and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the City with respect to the City's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the City as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
 - a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the City on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the City.
- j. The County shall not replace the legal responsibilities and/or duties of the City Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of City Department of Planning and Development Services.

C. SUPPORT BY CITY

The City shall furnish the necessary support for the outreach effort including, if needed, the following:

- 1. Provide space to disseminate rehabilitation program information.
- 2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
- 3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The City will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The City recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the City, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the City shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the City, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the City, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the City to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

. CITY OF BELMONT

By: Jere A. Kersnar
City Manager / Executive
Director, Redevelopment Agency
Print Name & Title

[Signature]
Signature

Date: 1/13/03

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

CITY OF BRISBANE

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
CITY OF BRISBANE,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the City of Brisbane, hereinafter referred to as "City", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between City and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and City on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the City, and the City Council of the City may contract with the County for the performance of the City functions by the appropriate officers and employees of the County; and

WHEREAS, the City desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the City within the territorial limits of said City and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the City with respect to the City's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the City as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
 - a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the City on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the City.
- j. The County shall not replace the legal responsibilities and/or duties of the City Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of City Department of Planning and Development Services.

C. SUPPORT BY CITY

The City shall furnish the necessary support for the outreach effort including, if needed, the following:

- 1. Provide space to disseminate rehabilitation program information.
- 2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
- 3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The City will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The City recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the City, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the City shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the City, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the City, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the City to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____

Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

CITY OF BRISBANE

By: Clara A. Johnson, Mayor
Print Name & Title

Clara A. Johnson
Signature

Date: October 28, 2002

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

CITY OF BURLINGAME

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
CITY OF BURLINGAME,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the City of Burlingame, hereinafter referred to as "City", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between City and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and City on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the City, and the City Council of the City may contract with the County for the performance of the City functions by the appropriate officers and employees of the County; and

WHEREAS, the City desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the City within the territorial limits of said City and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the City with respect to the City's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the City as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
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 - a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the City on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the City.
- j. The County shall not replace the legal responsibilities and/or duties of the City Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of City Department of Planning and Development Services.

C. SUPPORT BY CITY

The City shall furnish the necessary support for the outreach effort including, if needed, the following:

1. Provide space to disseminate rehabilitation program information.
2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The City will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The City recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the City, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

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In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the City, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

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

COUNTY OF SAN MATEO

By: Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

CITY OF BURLINGAME

By: James Nantell, City Manager
Print Name & Title

J Nantell
Signature

Date: 10/10/02

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

TOWN OF COLMA

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:

HCD Specialists

Norman Pascoe: (650) 802-5008

LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
TOWN OF COLMA,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the Town of Colma, hereinafter referred to as "TOWN", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between Town and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and Town on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the Town, and the Town Council of the Town may contract with the County for the performance of the Town functions by the appropriate officers and employees of the County; and

WHEREAS, the Town desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the Town within the territorial limits of said Town and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the Town with respect to the Town's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the Town as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
 - a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the Town on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the Town.
- j. The County shall not replace the legal responsibilities and/or duties of the Town Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of Town Department of Planning and Development Services.

C. SUPPORT BY TOWN

The Town shall furnish the necessary support for the outreach effort including, if needed, the following:

1. Provide space to disseminate rehabilitation program information.
2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The Town will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The Town recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the Town, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the Town shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the Town, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the Town, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the Town to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

TOWN OF COLMA

By: Herb Moriz City Clerk
Print Name & Title

Herb Moriz
Signature

Date: 24 Sept 02

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

CITY OF EAST PALO ALTO

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
CITY OF EAST PALO ALTO,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the City of East Palo Alto, hereinafter referred to as "City", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between City and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and City on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the City, and the City Council of the City may contract with the County for the performance of the City functions by the appropriate officers and employees of the County; and

WHEREAS, the City desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the City within the territorial limits of said City and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the City with respect to the City's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the City as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
 - a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the City on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the City.
- j. The County shall not replace the legal responsibilities and/or duties of the City Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of City Department of Planning and Development Services.

C. SUPPORT BY CITY

The City shall furnish the necessary support for the outreach effort including, if needed, the following:

- 1. Provide space to disseminate rehabilitation program information.
- 2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
- 3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The City will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The City recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the City, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the City shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the City, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the City, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the City to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

CITY OF EAST PALO ALTO

Sandra C. Salerno
By: Acting City Manager
Print Name & Title

Sandra C Salerno
Signature

Date: 10/15/02

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

CITY OF FOSTER CITY

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
CITY OF FOSTER CITY,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the City of Foster City, hereinafter referred to as "City", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between City and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and City on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the City, and the City Council of the City may contract with the County for the performance of the City functions by the appropriate officers and employees of the County; and

WHEREAS, the City desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the City within the territorial limits of said City and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the City with respect to the City's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the City as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
- a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
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 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the City on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the City.
- j. The County shall not replace the legal responsibilities and/or duties of the City Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of City Department of Planning and Development Services.

C. SUPPORT BY CITY

The City shall furnish the necessary support for the outreach effort including, if needed, the following:

1. Provide space to disseminate rehabilitation program information.
2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The City will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The City recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the City, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the City shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the City, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the City, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the City to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

CITY OF FOSTER CITY

By: Ron Cox, Mayor
Print Name & Title

Ron Cox
Signature

Date: 9-27-02

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)

AND

CITY OF HALF MOON BAY

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists

Norman Pascoe: (650) 802-5008

LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
CITY OF HALF MOON BAY,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the City of Half Moon Bay, hereinafter referred to as "City", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between City and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and City on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the City, and the City Council of the City may contract with the County for the performance of the City functions by the appropriate officers and employees of the County; and

WHEREAS, the City desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the City within the territorial limits of said City and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the City with respect to the City's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the City as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
- a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the City on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the City.
- j. The County shall not replace the legal responsibilities and/or duties of the City Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of City Department of Planning and Development Services.

C. SUPPORT BY CITY

The City shall furnish the necessary support for the outreach effort including, if needed, the following:

- 1. Provide space to disseminate rehabilitation program information.
- 2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
- 3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The City will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The City recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the City, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the City shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the City, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the City, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the City to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest: _____

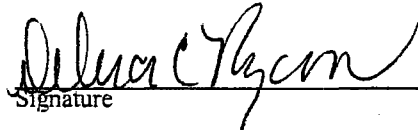
Clerk of Said Board

Date: _____

CITY OF HALF MOON BAY

By: Debra Ryan, Acting City Manager

Print Name & Title



Signature

Date: February 6, 2003

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

TOWN OF HILLSBOROUGH

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
TOWN OF HILLSBOROUGH,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the Town of Hillsborough, hereinafter referred to as "TOWN", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between Town and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and Town on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the Town, and the Town Council of the Town may contract with the County for the performance of the Town functions by the appropriate officers and employees of the County; and

WHEREAS, the Town desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the Town within the territorial limits of said Town and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the Town with respect to the Town's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the Town as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
- a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
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 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the Town on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the Town.
- j. The County shall not replace the legal responsibilities and/or duties of the Town Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of Town Department of Planning and Development Services.

C. SUPPORT BY TOWN

The Town shall furnish the necessary support for the outreach effort including, if needed, the following:

1. Provide space to disseminate rehabilitation program information.
2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The Town will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The Town recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the Town, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the Town shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the Town, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the Town, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the Town to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

TOWN OF HILLSBOROUGH

By: ANTHONY CONSTANTINO
Print Name & Title CITY MANAGER

Anthony Constantino
Signature

Date: 9-25-02

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)

AND

CITY OF MILLBRAE

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
CITY OF MILLBRAE,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the City of Millbrae, hereinafter referred to as "City", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between City and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and City on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the City, and the City Council of the City may contract with the County for the performance of the City functions by the appropriate officers and employees of the County; and

WHEREAS, the City desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the City within the territorial limits of said City and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the City with respect to the City's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the City as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
- a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the City on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the City.
- j. The County shall not replace the legal responsibilities and/or duties of the City Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of City Department of Planning and Development Services.

C. SUPPORT BY CITY

The City shall furnish the necessary support for the outreach effort including, if needed, the following:

1. Provide space to disseminate rehabilitation program information.
2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The City will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The City recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the City, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the City shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the City, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the City, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the City to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: Rose Jacobs Gibson, President
Board of Supervisors

Date: _____


Attest:

Clerk of Said Board

Date: _____

CITY OF MILLBRAE

By: James R. Erickson, City Administrator
Print Name & Title


Signature

Date: 09/18/02

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

CITY OF PACIFICA

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
CITY OF PACIFICA,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the City of Pacifica, hereinafter referred to as "City", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between City and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and City on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the City, and the City Council of the City may contract with the County for the performance of the City functions by the appropriate officers and employees of the County; and

WHEREAS, the City desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the City within the territorial limits of said City and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the City with respect to the City's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the City as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
- a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the City on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the City.
- j. The County shall not replace the legal responsibilities and/or duties of the City Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of City Department of Planning and Development Services.

C. SUPPORT BY CITY

The City shall furnish the necessary support for the outreach effort including, if needed, the following:

- 1. Provide space to disseminate rehabilitation program information.
- 2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
- 3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The City will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The City recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the City, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the City shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the City, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the City, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the City to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____


Attest:

Clerk of Said Board

Date: _____

CITY OF PACIFICA

By: DAVID N. CARMANY, CITY MANAGER
Print Name & Title


Signature

Date: OCTOBER 19, 2002

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

TOWN OF PORTOLA VALLEY

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
TOWN OF PORTOLA VALLEY,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the Town of Portola Valley, hereinafter referred to as "TOWN", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between Town and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and Town on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the Town, and the Town Council of the Town may contract with the County for the performance of the Town functions by the appropriate officers and employees of the County; and

WHEREAS, the Town desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the Town within the territorial limits of said Town and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the Town with respect to the Town's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the Town as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
 - a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the Town on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the Town.
- j. The County shall not replace the legal responsibilities and/or duties of the Town Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of Town Department of Planning and Development Services.

C. SUPPORT BY TOWN

The Town shall furnish the necessary support for the outreach effort including, if needed, the following:

- 1. Provide space to disseminate rehabilitation program information.
- 2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
- 3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The Town will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The Town recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the Town, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the Town shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the Town, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the Town, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the Town to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs-Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

TOWN OF PORTOLA VALLEY

By: Angela Howard, Town Administrator
Print Name & Title

Angela Howard
Signature

Date: Jan 3, 2003

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

CITY OF SAN BRUNO

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
CITY OF SAN BRUNO,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the City of San Bruno, hereinafter referred to as "City", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between City and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and City on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the City, and the City Council of the City may contract with the County for the performance of the City functions by the appropriate officers and employees of the County; and

WHEREAS, the City desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the City within the territorial limits of said City and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the City with respect to the City's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the City as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
- a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the City on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the City.
- j. The County shall not replace the legal responsibilities and/or duties of the City Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of City Department of Planning and Development Services.

C. SUPPORT BY CITY

The City shall furnish the necessary support for the outreach effort including, if needed, the following:

1. Provide space to disseminate rehabilitation program information.
2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The City will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The City recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the City, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the City shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the City, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the City, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the City to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

CITY OF SAN BRUNO

By: STEVEN R POLSKY
ASSISTANT CITY MANAGER
Print Name & Title

SR Polsky
Signature

Date: 10/02/02

APPROVED AS TO FORM:
Carole Thompson
CITY ATTORNEY

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

CITY OF SAN CARLOS

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
CITY OF SAN CARLOS,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the City of San Carlos, hereinafter referred to as "City", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between City and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and City on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the City, and the City Council of the City may contract with the County for the performance of the City functions by the appropriate officers and employees of the County; and

WHEREAS, the City desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the City within the territorial limits of said City and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the City with respect to the City's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the City as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
 - a. (1) Housing rehabilitation loans originated and packaged by San Mateo County for very low and low income homeowners:
 - fully amortized loans; or
 - hardship deferred loans

- (2) Housing rehabilitation loans originated and packaged by the County for the investor/owners where very low and low income tenants reside.
 - b. The County shall be responsible, either through its offices or an appropriate lender, for the loan documentation including, but not limited to:
 - (1) Installment Note
 - (2) Deed of Trust
 - (3) Compliance with Regulation "B" of the Federal Equal Credit Opportunity Act and Regulations "Z" of the Federal Truth-in-Lending Act
 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
 - d. The County shall arrange for the bank services, including collection of loan accounts, loan delinquency counseling and/or foreclosure procedures.
3. Technical Services: The County agrees to provide Housing Rehabilitation Technical Services as follows:
 - a. Request services of a licensed structural pest control service on case by case basis to be paid by owner.
 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
 - e. Provide lending assistance pursuant to the duly adopted County rehabilitation loan program.
 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the City on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the City.
- j. The County shall not replace the legal responsibilities and/or duties of the City Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of City Department of Planning and Development Services.

C. SUPPORT BY CITY

The City shall furnish the necessary support for the outreach effort including, if needed, the following:

1. Provide space to disseminate rehabilitation program information.
2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The City will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The City recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the City, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the City shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the City, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the City, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

H. TERM OF THE AGREEMENT

The term of this Agreement shall be for federal fiscal years 2002-03, 2003-04 and 2004-05, after which the term shall be automatically renewed unless action is taken by the County or the City to terminate this Agreement.

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

Attest:

Clerk of Said Board

Date: _____

CITY OF SAN CARLOS

*Approved to perform
City Attorney*

By: *RL Alvarez, Acting City Manager*
Print Name & Title

RL Alvarez
Signature

Date: 10-2-02

AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND

TOWN OF WOODSIDE

FOR REHABILITATION LOAN PROGRAM SERVICES



HSA Contact Person:
HCD Specialists
Norman Pascoe: (650) 802-5008
LDJohnson: (650) 802-5002

AGREEMENT BETWEEN COUNTY OF SAN MATEO,
AND
TOWN OF WOODSIDE,
FOR REHABILITATION LOAN PROGRAM SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003, by and between the Town of Woodside, hereinafter referred to as "TOWN", and the County of San Mateo, hereinafter referred to as "COUNTY".

WITNESSETH

WITNESSETH, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of community development block grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between Town and County establishing the formal relationship to cooperative and co-participants in the Urban County Community Development Block Grant Program, was entered into by County and Town on July 13, 1993 and was automatically renewed on July 1, 2002 for federal fiscal years 2002-03, 2003-04 and 2004-05; and

WHEREAS, pursuant to the provisions of Section 51300 et seq of the Government Code, the Board of Supervisors of the County may contract with the Town, and the Town Council of the Town may contract with the County for the performance of the Town functions by the appropriate officers and employees of the County; and

WHEREAS, the Town desires the County to perform the Housing Rehabilitation Loan Program services hereinafter set forth for and on behalf of the Town within the territorial limits of said Town and the County is willing to perform such services; and

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

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the respective duties and responsibilities of the County and the Town with respect to the Town's rehabilitation loan program.

B. SERVICES BY THE COUNTY

1. The County agrees, through its Director of the Office of Housing, to perform the housing rehabilitation functions of the Town as specified in subsections 2 and 3 of Section B.
2. Financial Services: The County agrees to provide housing rehabilitation financing services under the following categories:
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 - (4) State of California Fair Lending Notice
 - c. The County shall meet with property owner for the purpose of gathering data and/or signature on the loan documents.
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 - b. Provide owner with work specifications to correct the items identified in the pest control or any health or safety hazards identified by the County.
 - c. Verify State licensing status of contractor selected by the owner.
 - d. Organize and conduct preconstruction conference.
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 - f. Audit compliance with work specifications.
 - g. Maintain construction escrow account for all sums specified for payment in escrow instructions.
 - h. Financing and technical services shall be performed during normal working hours. Said services shall be of such nature and character as would be normally required for housing rehabilitation under generally established and prevailing practices.

- i. The County shall report to the Town on an annual basis by July 31st of each year, the number of applications, and the amount of funds committed for housing rehabilitation services within the Town.
- j. The County shall not replace the legal responsibilities and/or duties of the Town Chief Building Official, in carrying out tasks under the Housing Rehabilitation Program, as described below.
- k. The County, in administering the rehabilitation project, shall comply with all applicable regulations and processing requirements of Town Department of Planning and Development Services.

C. SUPPORT BY TOWN

The Town shall furnish the necessary support for the outreach effort including, if needed, the following:

1. Provide space to disseminate rehabilitation program information.
2. Provide County with meeting and working space in order to facilitate coordination between property owner, contractor, County, and related personnel.
3. Provide the use of a telephone for local calls.

D. ADMINISTRATIVE EXPENSES

The Town will make no claim for administrative expenses to operate the Rehabilitation Loan Program.

E. SOURCE OF FUNDS

The Town recognizes and agrees that the County's expenses for administering the rehabilitation loan program will be disbursed by the County from the Countywide fund for the rehabilitation loan program.

F. HOLD HARMLESS

It is agreed that the County shall defend, indemnify and save harmless the Town, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of said County, its officers, agents, employees, and/or servants.

It is further agreed that the Town shall defend, indemnify and save harmless the County, its officers, agents, employees, and/or servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: injuries and/or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts and/or omissions of the Town, its officers, agents, employees, and/or servants.

In the event of concurrent negligence of the County, its officers, agents, employees, and/or servants and the Town, its officers, agents, employees, and/or servants, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as presently established, or as may be hereafter modified.

G. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

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