

ATTACHMENT A

The Second Amendment to the Cooperation Agreement of the San Mateo County HOME Consortium under the Cranston-Gonzalez national Affordable Housing Act, signed by the Cities of Redwood City, San Mateo and South San Francisco.

**SECOND AMENDMENT TO COOPERATION AGREEMENT OF
THE SAN MATEO COUNTY HOME CONSORTIUM
UNDER THE CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT**

This **SECOND AMENDMENT TO COOPERATION AGREEMENT** ("Second Amendment") is made as of the Second Amendment Effective Date (defined herein), by and among the County of San Mateo, a political subdivision of the State of California (hereinafter "County"), the City of South San Francisco, the City of San Mateo and the City of Redwood City (collectively hereinafter "Cities"), and the U.S. Department of Housing and Urban Development (hereinafter "HUD"), and amends the Cooperation Agreement Between the County of San Mateo, the City of South San Francisco and the City of San Mateo, under the Cranston-Gonzalez National Affordable Housing Act, dated June 21, 2005, as amended by the First Amendment, dated July 21, 2015 (the "Agreement").

The purpose of this Second Amendment is to add the City of Redwood City as a member of the San Mateo County HOME Consortium and to make other amendments as set forth herein.

Accordingly, the parties agree as follows:

1. The City of Redwood City is hereby added as a party to the Agreement with equal status to the other Cities that are Consortium members to this Agreement, provided that the County is authorized under Section 5 of the Agreement to amend the Agreement on behalf of the entire Consortium to add new members.
2. Section 2a. of the Agreement is hereby amended and restated in its entirety as follows:

The term of this Agreement shall be for the Federal fiscal years 2026, 2027, and 2028, unless HUD earlier revokes the Consortium's designation as a participating jurisdiction. This Agreement shall remain in effect until the HOME funds from each of the Federal fiscal years are closed out pursuant to Federal regulation 24 CFR 92.507.

3. A new Section 2(c) is added to the Agreement, as follows:

Program Year. In accordance with 24 CFR § 91.402(a), all Consortium members shall be on the same program year for purposes of CBDG, HOME ESG and HOPWA, which program year shall begin on July 1, 2024 and will now end on June 30, 2026 for the County, the City of South San Francisco and the City of San Mateo, and will begin on July 1, 2026 and end on June 30, 2029 for all Consortium members of the San Mateo County HOME Consortium.

4. Section 7c. of the Agreement is hereby amended and restated in its entirety to read as follows:

As Consortium representative, County agrees to allocate six and three tenths of one percent (.063%) of the Consortium's total annual allocation plus ten dollars and zero cents (\$10.00) for each HOME-assisted unit that the Consortium member will continue to manage and monitor to each Consortium member for general administration activities.

5. This Second Amendment shall be effective as of the date fully executed by the Consortium members.
6. The remaining terms and conditions of the Agreement shall continue in full force and effect.

COUNTY OF SAN MATEO

President, Board of Supervisors

ATTEST:

Clerk of Said Board

____ 2025

CITY OF SOUTH SAN FRANCISCO

_____, City Manager

Date:_____

Approved as to Form

City Attorney

CITY OF SAN MATEO

_____, City Manager

Date:_____

Approved as to Form

City Attorney

CITY OF REDWOOD CITY

Melissa Stevenson, City Manager

Date:_____

Approved as to Form

Veronica Ramirez, City Attorney

Attest:

Yessika Castro, City Clerk

MAYOR ELMER MARTÍNEZ SABALLOS
VICE MAYOR KAIA EAKIN
COUNCIL MEMBER ISABELLA CHU
COUNCIL MEMBER JEFF GEE
COUNCIL MEMBER DIANE HOWARD
COUNCIL MEMBER MARCELLA PADILLA
COUNCIL MEMBER CHRIS STURKEN

VOTING SUMMARY

1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA

JOINT CITY COUNCIL/
SUCCESSOR AGENCY/
PUBLIC FINANCE AUTHORITY
REGULAR MEETING
Monday, February 10, 2025 6:00 PM

1. **CALL TO ORDER** - Mayor Martínez Saballos called the meeting to order at 6:02 p.m.
2. **ROLL CALL** - Council Members Chu, Gee, Howard, Padilla, Sturken, Vice Mayor Eakin and Mayor Martínez Saballos.

Staff present: City Manager Melissa Stevenson Diaz, City Attorney Veronica Ramirez and City Clerk Yessika Castro.

3. **PLEDGE OF ALLEGIANCE** - Council Member Howard led the Pledge of Allegiance
4. **PRESENTATIONS/ACKNOWLEDGEMENTS**
 - 4.A. **Proclamation recognizing Black History Month** – Domini Hoskins Museum founder, Carolyn Hoskins gave her remarks and accepted the proclamation.
5. **PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST AND ITEMS NOT ON THE AGENDA**

The following members of the public provided comments:

- Victor Torreano
- Roni Ben-David
- Bill Newell
- Deborah Darling
- Angela Steyer
- Christopher Civil
- Jim Coffman
- Jana Jacobs
- Andy and Dori Johnston

6.

CONSENT CALENDAR

Motion and second, Gee and Howard, to approve all items on the Consent Calendar, passed unanimously by electronic vote.

6.A. Designation of authority to execute agreements related to the State Route 84 (Woodside Road)/U.S. 101 Interchange Reimagined Project (304) Reso 16277

Recommendation:

By motion, authorize the City Manager or designee to amend the Caltrans Cooperative Agreement for this Project regarding right-of-way (R/W) grant funding to enable timely availability of awarded grant funds for R/W capital to the City.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.B. Final acceptance of Roosevelt Avenue Quick-Build Traffic Calming Project, a primarily grant-funded project established to reduce vehicle speeds and increase safety for all road users on Roosevelt Avenue (304)

Recommendation:

By motion, accept the Roosevelt Avenue Quick-Build Traffic Calming Project and authorize the release of bonds and retention according to City procedures.

CEQA:

The Project is categorically exempt from the requirements of the CEQA Guidelines per Section 15301 (Class 1) because the Project consists of maintenance and repair of existing facilities with no expansion of the existing use or capacity. Caltrans determined that the Project is a Categorical Exclusion under code 23 CFR 771.117 (c), activity (c) (3), construction of bicycle and pedestrian lanes, paths, and facilities under the NEPA.

6.C. Grant of easements (304)

Recommendation:

By motion, approve and authorize the City Manager to execute and accept two easements and authorize staff to record the easements after execution.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.D. Join San Mateo County HOME Investment Partnership (HOME) Consortium to reduce administrative burden associated with acceptance of federal HOME funds (304) Reso 16278

Recommendation:

Adopt a resolution approving the Second Amendment to the Cooperation Agreement of the San Mateo County HOME Consortium between the County of San Mateo, and the

Cities of South San Francisco and San Mateo for the Program Years 2026, 2027 and 2028 with automatic renewals every 3 years, and authorizing the City Manager to execute the Second Amendment and to take all actions necessary to effectuate joining the San Mateo County HOME Consortium.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.E. Agreement for Services with H2O Solutions, L.L.C. for water storage tank inspection and cleaning services (304)

Recommendation:

By motion, approve and authorize the City Manager to execute an Agreement for Services with H2O Solutions, L.L.C. for water storage tank inspection and cleaning services through June 30, 2025, in an amount not-to-exceed \$80,000, including City Manager authority to extend the agreement for one additional two-year term through June 2027, for a total contract not-to-exceed amount of \$175,000.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.F. Agreement with Dropcountr, Inc. for a water use portal (304)

Recommendation:

By motion, approve and authorize the City Manager to execute an agreement with Dropcountr, Inc. for a customer water use portal in a total contract amount not to exceed \$367,057, with the term beginning on April 6, 2024 and ending on September 4, 2029.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.G. Award Courthouse Square Fountain Bowl and Lighting Replacement Project to Pacific Water Art, Inc. in the amount of \$271,600; and authorize the City Manager or their designee to increase the contract amount, if necessary, up to 15% of the amount awarded in an amount not to exceed \$40,740 for a total amount of \$312,340 (304)

Recommendation:

By motion, approve and authorize the City Manager to execute the contract documents and award the standard form contract for the Courthouse Square Fountain Bowl and Lighting Replacement Project to Pacific Water Art, Inc. of Mountain View, CA for their responsive and responsible low total bid of \$271,600; and authorize the City Manager or their designee to increase the contract amount, if necessary, up to 15% of the amount awarded in an amount not to exceed \$40,740 for a total amount of \$312,340.

CEQA:

Categorically Exempt - Class 2. Replacement or reconstruction

6.H. Amendment No. 1 to Technology Services Agreement with Buildingeye, Inc. (304)

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 1 to Technology Services Agreement with Buildingeye, Inc., increasing the not-to-exceed amount by \$50,000 and amending the scope of services, for a total not-to-exceed contract amount of \$148,350 from April 24, 2024 through April 23, 2028.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.I. Amendment No. 4 to Agreement for Services with Gilbane Building Company for project management services, and Amendment No. 6 to Agreement for Services with ELS Architecture and Urban Design for construction administration services for the Veterans Memorial Building/Senior Center-YMCA Project, for extended time and services due to construction delays (304)

Recommendation:

1. By motion, approve and authorize the City Manager to execute Amendment No. 4 to the Agreement for Services with Gilbane Building Company for project management services for the Veterans Memorial Building/Senior Center for a not-to-exceed amount of \$325,820, for a total not-to-exceed amount of \$4,644,258; and
2. By motion, approve and authorize the City Manager to execute Amendment No. 6 to the Agreement for Services with ELS Architecture and Urban Design for construction administration services for a not-to exceed amount of \$204,175, for a total not-to-exceed amount of \$9,811,236.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.J. Waive second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 to adopt new prohibitions on smoking in public places, expand and strengthen the enforcement and penalty provisions, and conform with state law (301) Ord. 2544

Recommendation:

Waive second reading and adopt an ordinance amending Redwood City Municipal Code Chapter 15 (Smoking Regulations) to adopt new prohibitions on smoking in public places, expand and strengthen the enforcement and penalty provisions, and conform with state law.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.K. Approve January 27, 2025 City Council Minutes (301)

6.L. Approve claims and checks from February 10, 2025 to February 24, 2025 and the usual and necessary payments through February 24, 2025 (303)

7. PUBLIC HEARINGS - None

8. STAFF REPORTS - None

9. CITY COUNCIL REFERRAL

9.A. City Council Referral: Consideration of a resolution of support for San Mateo County Measure A (301) Reso 16279

City Manager Melissa Stevenson Diaz gave an overview of the referral process.

The following members of the public provided comments:

- Eliot Storch
- Sean Harper
- Vanessa Lemus Tapia
- Sheila Domdoma
- Bill Newell
- Desiree Green
- Drew Lobo
- Mirella Osuna
- Nancy Goodban

Recommendation:

Receive referral from Mayor Martínez Saballos and either:

1. Direct staff to conduct research and analysis and schedule the resolution for future City Council consideration, or
2. Determine that sufficient public notice has been provided, and sufficient information has been received by the City Council and adopt the proposed resolution of support for Measure A.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

Motion and second, Howard and Chu to determine that sufficient public notice has been provided, and sufficient information has been received by the City Council and adopt the proposed resolution of support for Measure A, passed 6-0-1 by electronic vote, with Gee recused.

10. MATTERS OF COUNCIL INTEREST

10.A. City Council Member Report of Meetings and Conferences Attended

A. City Council Report of Meetings/Conferences Attendance

- Mayor Martínez Saballos reminded the community that the City is seeking applications for various Boards, Commissions and Committees. The application period is open through March 30 with City Council interviews and appointments to follow.
- Council Member Howard reminded everyone that the Pride and Beautification committee is always looking for volunteers, no application or interview necessary.
- Vice Mayor Eakin reported that on January 16 she attended an art exhibition and pendant making at the Yard Coffee.
- Council Member Sturken reported that on January 22 he attended the Cal Cities Economic Development & Housing Commission in Sacramento.

10.B. City Council Committee Reports

Mayor Martínez Saballos announced the formation of an Ad Hoc Committee on Homelessness, comprised of Council Members Chu, Gee and Sturken to develop recommendations for the City Council on addressing camping on public property. The committee will begin meeting this month and is expected to meet for about three months.

A. 84/101 Ad Hoc Committee - Mayor Martínez Saballos gave an update.

10.C. City Manager (Oral) Update

City Manager Melissa Stevenson Diaz reported on the following:

- On February 8 a fire was detected and extinguished at 112 Vera Avenue; a location for which the City has received a proposal for a 178-unit, 100% affordable housing development. No injuries were reported. According to the applicant there is no delay expected to the proposed project as a result of the fire.
- A reminder to the community that Main Street will be closed for the next four weeks for repaving related to the Elco Yards project.
- The City released its latest blog related to local effort around Homelessness. The blog highlighted the fact that Redwood City has seen a drop in homelessness by nearly 23% while the County has experienced an increase in homelessness.

11. CLOSED SESSION

11.A. Closed session regarding initiation of litigation pursuant to California Government Code Section 54956.9(d)(4): 20 cases

There was no public comment.

At 7:15 p.m., the City Council convened Closed Session to discuss the following:

SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Closed session regarding initiation of litigation pursuant to California Government Code Section 54956.9(d)(4): 20 cases.

There was no reportable action.

12. ADJOURNMENT - Mayor Martínez Saballos adjourned the meeting at 8:05 p.m.

RESOLUTION NO. 16278

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING THE SECOND AMENDMENT TO THE COOPERATION AGREEMENT OF THE SAN MATEO COUNTY HOME CONSORTIUM BETWEEN THE COUNTY OF SAN MATEO AND THE CITIES OF SOUTH SAN FRANCISCO AND SAN MATEO FOR THE PROGRAM YEARS 2026, 2027 AND 2028 WITH AUTOMATIC RENEWALS EVERY 3 YEARS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE JOINING THE SAN MATEO COUNTY HOME CONSORTIUM

WHEREAS, the City of Redwood City (City) has received a direct allocation of funds from the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership (HOME) Program since its inception in 1992, to assist housing for very low-income persons; and

WHEREAS, the San Mateo County HOME Consortium (HOME Consortium) which includes the County of San Mateo (County) as the lead entity, City of South San Francisco and City of San Mateo, pool their HOME allocations into the HOME Consortium; and

WHEREAS, the HOME Consortium manages the combined federal HOME Program funding through the efforts of the County's Department of Housing; and

WHEREAS, a Cooperation Agreement was executed on June 21, 2005 between the County and City of South San Francisco and was later amended on July 21, 2015 to add City of San Mateo as a party to the HOME Consortium (Cooperation Agreement); and

WHEREAS, the City wishes to join the HOME Consortium, adding its HOME allocation to the HOME Consortium to help address critical housing needs rather than continuing as an individual participating jurisdiction in the HOME program; and

WHEREAS, on August 26, 2024, the City Council authorized staff to submit a Notice of Intent to Participate in the HOME Consortium to the County starting in Program Year 2026; and

WHEREAS, the City is required to approve and execute the "Second Amendment to Cooperation Agreement of the San Mateo County Home Consortium Under the Cranston-Gonzalez National Affordable Housing Act" (Second Amendment) to add the City as a party with equal status to the other members in the HOME Consortium for the Program Years 2026, 2027 and 2028 with automatic renewals every 3 years.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. The Second Amendment to the Cooperation Agreement of the San Mateo County Home Consortium Under the Cranston-Gonzalez National Affordable Housing Act, to include the City, is hereby approved.
2. The City Manager, or designee is authorized to execute the Second Amendment, subject to any minor, clarifying and conforming changes approved by the City Attorney, and to take any other actions necessary to give effect to this resolution.
3. This resolution shall be effective immediately upon adoption.

* * *

Passed and adopted by the Council of the City of Redwood City at a
Joint City Council/Successor Agency Board/Public Financing Authority Meeting
thereof held on the 10th day of February 2025 by the following votes:

AYES: Chu, Gee, Howard, Padilla, Sturken, Vice Mayor Eakin,
and Mayor Martínez Saballos

NOES: None

ABSENT: None

ABSTAINED: None

RECUSED: None



Elmer Martínez Saballos
Mayor of the City of Redwood City

Attest:



Yessika Castro, CMC, CPMC
City Clerk of Redwood City

I hereby approve the foregoing resolution this
10th day of February 2025.



Elmer Martínez Saballos
Mayor of the City of Redwood City

**SECOND AMENDMENT TO COOPERATION AGREEMENT OF
THE SAN MATEO COUNTY HOME CONSORTIUM
UNDER THE CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT**

This **SECOND AMENDMENT TO COOPERATION AGREEMENT** ("Second Amendment") is made as of the Second Amendment Effective Date (defined herein), by and among the County of San Mateo, a political subdivision of the State of California (hereinafter "County"), the City of South San Francisco, the City of San Mateo and the City of Redwood City (collectively hereinafter "Cities"), and the U.S. Department of Housing and Urban Development (hereinafter "HUD"), and amends the Cooperation Agreement Between the County of San Mateo, the City of South San Francisco and the City of San Mateo, under the Cranston-Gonzalez National Affordable Housing Act, dated June 21, 2005, as amended by the First Amendment, dated July 21, 2015 (the "Agreement").

The purpose of this Second Amendment is to add the City of Redwood City as a member of the San Mateo County HOME Consortium and to make other amendments as set forth herein.

Accordingly, the parties agree as follows:

1. The City of Redwood City is hereby added as a party to the Agreement with equal status to the other Cities that are Consortium members to this Agreement, provided that the County is authorized under Section 5 of the Agreement to amend the Agreement on behalf of the entire Consortium to add new members.

2. Section 2a. of the Agreement is hereby amended and restated in its entirety as follows:

The term of this Agreement shall be for the Federal fiscal years 2026, 2027, and 2028, unless HUD earlier revokes the Consortium's designation as a participating jurisdiction. This Agreement shall remain in effect until the HOME funds from each of the Federal fiscal years are closed out pursuant to Federal regulation 24 CFR 92.507.

3. A new Section 2(c) is added to the Agreement, as follows:

Program Year. In accordance with 24 CFR § 91.402(a), all Consortium members shall be on the same program year for purposes of CBDG, HOME ESG and HOPWA, which program year shall begin on July 1, 2024 and will now end on June 30, 2026 for the County, the City of South San Francisco and the City of San Mateo, and will begin on July 1, 2026 and end on June 30, 2029 for all Consortium members of the San Mateo County HOME Consortium.

4. Section 7c. of the Agreement is hereby amended and restated in its entirety to read as follows:

As Consortium representative, County agrees to allocate six and three tenths of one percent (.063%) of the Consortium's total annual allocation plus ten dollars and zero cents (\$10.00) for each HOME-assisted unit that the Consortium member will continue to manage and monitor to each Consortium member for general administration activities.

5. This Second Amendment shall be effective as of the date fully executed by the Consortium members.
6. The remaining terms and conditions of the Agreement shall continue in full force and effect.

COUNTY OF SAN MATEO

President, Board of Supervisors

ATTEST:

Clerk of Said Board

_____ 2025

CITY OF SOUTH SAN FRANCISCO

_____, City Manager

Date:_____

Approved as to Form

City Attorney

CITY OF SAN MATEO

_____, City Manager

Date:_____

Approved as to Form

City Attorney

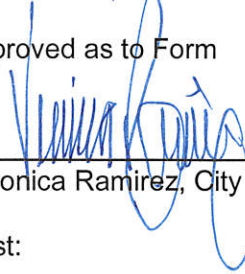
CITY OF REDWOOD CITY



Melissa Stevenson, City Manager

Date: 4/13/25

Approved as to Form



Veronica Ramirez, City Attorney

Attest:



Yessika Castro, City Clerk

CITY OF SAN MATEO
CITY CLERK'S DEPARTMENT



330 W. 20th Avenue
San Mateo, CA 94403-1338
www.cityofsanmateo.org
(650) 522-7040

OFFICE OF THE CITY CLERK
CITY OF SAN MATEO
330 WEST TWENTIETH AVENUE
SAN MATEO, CA 94403

Date: March 18, 2025

Minute Order No. 2

To: City of San Mateo Community Development Department

In the matter of: San Mateo County HOME Consortium Agreement - Amendment

(Agenda Item 6)

At the meeting of the City Council of the City of San Mateo on March 3, 2025, at which were present Council Members: Newsom, Loraine, Nash, and Fernandez.

The Council approved:

A Second Amendment to the Cooperation Agreement of the San Mateo County Home Investment Partnership Consortium to extend the term for Program Years 2026, 2027, and 2028, with automatic renewals every three years, and to add the City of Redwood City to the Home Investment Partnership Consortium and authorize the City Manager to execute the agreement.

Motion passed 4-0.

Moved: Loraine, Seconded: Newsom
Ayes: Council Members Newsom, Loraine, Nash, and Fernandez
Absent: Council Member Cwirko-Godycki

Martin McTaggart
CITY CLERK

**SECOND AMENDMENT TO COOPERATION AGREEMENT OF
THE SAN MATEO COUNTY HOME CONSORTIUM
UNDER THE CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT**

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The purpose of this Second Amendment is to add the City of Redwood City as a member of the San Mateo County HOME Consortium and to make other amendments as set forth herein.

Accordingly, the parties agree as follows:

1. The City of Redwood City is hereby added as a party to the Agreement with equal status to the other Cities that are Consortium members to this Agreement, provided that the County is authorized under Section 5 of the Agreement to amend the Agreement on behalf of the entire Consortium to add new members.
2. Section 2a. of the Agreement is hereby amended and restated in its entirety as follows:

The term of this Agreement shall be for the Federal fiscal years 2026, 2027, and 2028, unless HUD earlier revokes the Consortium's designation as a participating jurisdiction. This Agreement shall remain in effect until the HOME funds from each of the Federal fiscal years are closed out pursuant to Federal regulation 24 CFR 92.507.

3. A new Section 2(c) is added to the Agreement, as follows:

Program Year. In accordance with 24 CFR § 91.402(a), all Consortium members shall be on the same program year for purposes of CBDG, HOME ESG and HOPWA, which program year shall begin on July 1, 2024 and will now end on June 30, 2026 for the County, the City of South San Francisco and the City of San Mateo, and will begin on July 1, 2026 and end on June 30, 2029 for all Consortium members of the San Mateo County HOME Consortium.

4. Section 7c. of the Agreement is hereby amended and restated in its entirety to read as follows:

As Consortium representative, County agrees to allocate six and three tenths of one percent (.063%) of the Consortium's total annual allocation plus ten dollars and zero cents (\$10.00) for each HOME-assisted unit that the Consortium member will continue to manage and monitor to each Consortium member for general administration activities.

5. This Second Amendment shall be effective as of the date fully executed by the Consortium members.
6. The remaining terms and conditions of the Agreement shall continue in full force and effect.

COUNTY OF SAN MATEO

President, Board of Supervisors

ATTEST:

Clerk of Said Board

____ 2025

CITY OF SOUTH SAN FRANCISCO


_____, City Manager

Date: _____

Approved as to Form

City Attorney

CITY OF SAN MATEO



Alex Khojikian, City Manager

Date: 3/21/25

Approved as to Form



Prasanna W. Rasiah, City Attorney

CITY OF REDWOOD CITY

Melissa Stevenson, City Manager

Date:_____

Approved as to Form

Veronica Ramirez, City Attorney

Attest:

Yessika Castro, City Clerk



City of South San Francisco

City Council

Resolution: RES 26-2025

P.O. Box 711 (City Hall, 400
Grand Avenue)
South San Francisco, CA

File Number: 25-149

Enactment Number: RES 26-2025

RESOLUTION APPROVING A SECOND AMENDMENT
TO COOPERATION AGREEMENT OF THE SAN MATEO
COUNTY HOME CONSORTIUM UNDER THE
CRANSTON-GONZALES NATIONAL AFFORDABLE
HOUSING ACT.

WHEREAS, staff recommends that City Council adopt a resolution to authorize the City Manager to execute a Second Amendment to Cooperation Agreement among the County of San Mateo, City of South San Francisco, the City of San Mateo and the City of Redwood City, and the U.S. Department of Housing and Urban Development (HUD), to amend the Cooperation Agreement between the County of San Mateo, the City of South San Francisco and the City of San Mateo, under the Cranston-Gonzalez National Affordable Housing Act; and

WHEREAS, the original agreement was signed June 21, 2005 to establish a San Mateo HOME Consortium for purposes of receiving HOME funds under the National Affordable Housing Act and promoting affordable housing and enabled the County and the City of South San Francisco to continue to cooperate in undertaking public-private partnerships to provide more affordable housing within San Mateo County through use of HOME funds to carry out multi-year housing, tenant-based rental assistance and financing of rental housing and first-time homeowners programs, primarily to benefit low and very low income households; and

WHEREAS, the term of the original agreement was for the Federal fiscal years 2006, 2007 and 2008, and renews automatically every three years for a new three-year period on the same terms and conditions unless the Consortium membership has changed, or a Consortium member expressly chooses not to participate; and

WHEREAS, the County of San Mateo and the City of San Mateo signed a First Amendment on July 21, 2015 to add the City of San Mateo as a member of the San Mateo County HOME Consortium and to incorporate the HUD required changes in CPD Notice 13-002 to the automatic renewal provisions of cooperation agreements which automatically renews for participation in successive three year qualification periods (together with the original Cooperation Agreement included as Exhibit A to the Resolution); and

WHEREAS, the City of South San Francisco did not sign this First Amendment as the main terms did not change between the City and the County; and

WHEREAS, the first purpose of this Second Amendment is to add the City of Redwood City as an equal member of the San Mateo County HOME Consortium; and

WHEREAS, the second purpose of this Second Amendment is to update the program year so all Consortium members are on the same program year for purposes of CBDG, HOME ESG and HOPWA, which program year begin on July 1, 2024 and will now end on June 30, 2026 for the County of San Mateo, the City of South San Francisco and the City of San Mateo, and will begin on July 1, 2026 and end on June 30, 2029 for all Consortium members of the San Mateo County HOME Consortium; and

WHEREAS, the third purpose of this Second Amendment is to update the annual funding allocation from 1.000% to 0.063% of the Consortium's total allocation, plus ten dollars (\$10.00) for each HOME-assisted unit that the Consortium member will continue to manage and monitor, and to each Consortium member for general administration activities; and

WHEREAS, the City of South San Francisco uses the full allocation of HOME Administration Funds received to fund fair housing activities, through supporting Project Sentinel, who provides comprehensive fair housing services of proactive community outreach and education to home seekers, in place residents and housing providers as well as reactive complaint investigations seeking remedies for victims of housing discrimination; and

WHEREAS, adoption of this resolution would have no impact on the General Fund, and would allow the City to receive its HOME Administrative Funds from the County each year; and

WHEREAS, the City Council now seeks to approve the Second Amendment to Cooperation Agreement of the San Mateo County HOME Consortium.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of South San Francisco hereby approves the Second Amendment to Cooperation Agreement of the San Mateo County HOME Consortium under the Cranston-Gonzales National Affordable Housing Act attached to this Resolution as Exhibit B.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager or their designee to execute and submit all documents needed to effectuate the intent of this resolution.

* * * * *

At a meeting of the City Council on 2/26/2025, a motion was made by Vice Mayor Addiego, seconded by Councilmember Nicolas, that this Resolution be approved. The motion passed.

Yes: 5 Mayor Flores, Vice Mayor Addiego, Councilmember Nagales, Councilmember Coleman, and Councilmember Nicolas

Attest by



Rosa Govea Acosta, City Clerk

RESOLUTION NO. 067377

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND THE COUNTY OF SAN MATEO FOR THE PURPOSE OF RECEIVING HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS UNDER THE NATIONAL AFFORDABLE HOUSING ACT OF 1990 FOR FEDERAL FY'S 2006, 2007 AND 2008 WITH PROVISION FOR AUTOMATIC RENEWAL EVERY THREE YEARS

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

WHEREAS, in 1996, San Mateo County entered into a Cooperation Agreement (the "CDBG Cooperation Agreement") with 16 non-entitlement cities ("the cities"), herein jointly referred to as the "Urban County", whereby public entities not eligible to receive Community Development Block Grant (CDBG) funds on its own, could cooperate and participate in the San Mateo County Urban County Program in order to access CDBG funding; and

WHEREAS, the CDBG Cooperation Agreement, providing for automatic renewals every three years between the County of San Mateo and the cities, was renewed in 1999, 2002, and will renew again on July 30, 2005, unless action is taken by any of the cities to terminate; and

WHEREAS, in addition to being eligible to apply for CDBG funds through the Urban County's annual CDBG funding cycle, the cities are also eligible to participate in the County's HOME funding cycle since the Urban County is a member of the San Mateo County HOME Consortium; and

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

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

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

WHEREAS, the County of San Mateo along with 16 participating cities, has heretofore qualified as an Urban County under the Housing and Community Development Act of 1974 and is eligible under the formula allocation to receive HOME funds; and

WHEREAS, the County has solicited the cooperation and co-participation of public entities, eligible to receive HOME funding on its own, such as South San Francisco to establish a San Mateo HOME Consortium for purposes of receiving HOME funds under the National Affordable Housing Act and promoting affordable housing; and

067377

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

WHEREAS, County as the Lead Entity for the HOME Consortium is authorized to amend the Consortium Agreement, apply for funding, or add new members to the Consortium on behalf of the HOME Consortium; and

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

WHEREAS, Federal regulations 24 CFR Part 92 governing the Home Investment Partnership Act state that the Cooperation Agreement must be completed and submitted by June 30, 2005; and

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

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

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

* * * * *

067377

Regularly passed and adopted this 21st day of June, 2005.

AYES and in favor of said resolution:

Supervisors:

MARK CHURCH

JERRY HILL

RICHARD S. GORDON

ROSE JACOBS GIBSON

ADRIENNE J. TISSIER

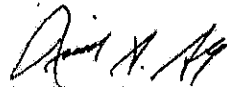
NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

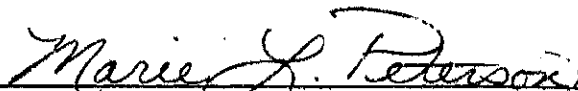
NONE



President, Board of Supervisors
County of San Mateo
State of California

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Marie L. Peterson, Deputy
Clerk of the Board of Supervisors

067377



COOPERATION AGREEMENT

BETWEEN

THE COUNTY OF SAN MATEO

AND

THE CITY OF SOUTH SAN FRANCISCO

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

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

THIS AGREEMENT entered into this 21st day of June, 2005, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County", and the CITY OF SOUTH SAN FRANCISCO, a duly incorporated City within the County of San Mateo, hereinafter referred to as "City".

WITNESSETH

WHEREAS, in 1996, San Mateo County entered into a Cooperation Agreement (the "CDBG Cooperation Agreement") with 16 non-entitlement cities ("the cities"), herein jointly referred to as the "Urban County", whereby public entities not eligible to receive Community Development Block Grant (CDBG) funds on its own, could cooperate and participate in the San Mateo County Urban County Program in order to access CDBG funding; and

WHEREAS, the CDBG Cooperation Agreement, providing for automatic renewals every three years between the County of San Mateo and the cities, was renewed in 1999, 2002, and will renew again on July 30, 2005, unless action is taken by any of the cities to terminate; and

WHEREAS, in addition to being eligible to apply for CDBG funds through the Urban County's annual CDBG funding cycle, the cities are also eligible to participate in the County's HOME funding cycle since the Urban County is a member of the San Mateo County HOME Consortium; and

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

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

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

WHEREAS, the County of San Mateo along with 16 participating cities, has heretofore qualified as an Urban County under the Housing and Community Development Act of 1974 and is eligible under the formula allocation to receive HOME funds; and

WHEREAS, the County has solicited the cooperation and co-participation of public entities, eligible to receive HOME funding on its own, such as South San Francisco to establish a San Mateo HOME Consortium for purposes of receiving HOME funds under the National Affordable Housing Act and promoting affordable housing; and

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

WHEREAS, County as the Lead Entity for the HOME Consortium is authorized to amend the Consortium Agreement, apply for funding, or add new members to the Consortium on behalf

of the HOME Consortium; and

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

WHEREAS, Federal regulations 24 CFR Part 92 governing the Home Investment Partnership Act state that the Cooperation Agreement must be completed and submitted by June 30, 2005; and

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

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

1. Purpose: This Agreement is for the purpose of enabling the County and City to continue to cooperate in undertaking, or assisting in undertaking, public-private partnerships to provide more affordable housing within San Mateo County through the use of HOME funds to carry out multi-year housing strategies through acquisition, rehabilitation, new construction of housing, tenant-based rental assistance and financing of rental housing and first-time homeowners programs, primarily to benefit low and very low income households. Accordingly, they agree and declare that they are a Consortium (the "Consortium") as herein described.

2. Term: The term of this agreement shall be for the Federal fiscal years 2006, 2007 and 2008, unless HUD earlier revokes the Consortium's designation as a participating jurisdiction. This agreement shall remain in effect until the HOME funds from each of the Federal fiscal years are closed out pursuant to Federal regulation 24 CFR 92.507.

This Agreement shall renew automatically every three years for a new three year period on the same terms and conditions contained herein unless the Consortium membership has changed or a consortium member (e.g., the City) expressly chooses not to participate and submits a written request to that effect. No later than June 1, of the fiscal year prior to the beginning of the next successive three-year renewal (or such other date that may be specified in HUD's consortia designation notices), the County as lead entity of the Consortium, shall notify each consortium member in writing of its right to not participate for the up-coming three-year period. A member who chooses not to participate must notify the County in writing no later than June 15, of that year. If the County fails to give the required notice, this Agreement shall not automatically renew for the up-coming three year period.

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

4. Consortium Responsibility:

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

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

5. **Membership:** The County of San Mateo is authorized to amend the Consortium Agreement on behalf of the entire consortium to add new members to the Consortium. The City and all other Consortium members agree to be bound by any such amendments.

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

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

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

City's activities under the Act.

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

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

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

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

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

c. City agrees, in return for the distribution of general administration funds, to participate in the preparation of the Consolidated Housing & Community Development Plan, prepare annual reports as they relate to City, and to perform other activities pertinent for Entitlement Cities participating in the HOME program.

9. Local HOME Investment Trust Fund:

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

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

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

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

Consortium representative.

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

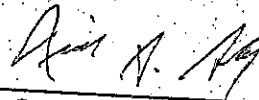
11. Headings: The headings in this document are merely for the convenience of the parties, and do not form a material part of this document. Headings shall not be considered in the construction of this document.

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

13. Signature in Counterpart: This Agreement may be executed in counterparts, each part of which is deemed an original but all of which shall constitute one and the same agreement.

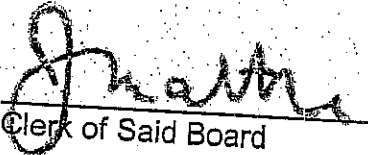
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written and have affixed their hands to this Cooperation Agreement.

COUNTY OF SAN MATEO



Rich Gordon, President Board of Supervisors, San Mateo County

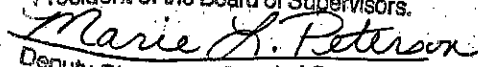
ATTEST:


Clerk of Said Board

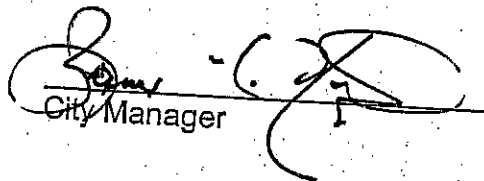
Certificate of Delivery

(Government Code Section 25103)

I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.


Deputy Clerk of the Board of Supervisors

CITY OF SOUTH SAN FRANCISCO


City Manager

ATTEST:

City Clerk

Approved as to form

Date: 6-15-05


By: _____

City Attorney

CITY COUNCIL, CITY OF SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING A COOPERATION AGREEMENT
WITH SAN MATEO COUNTY TO SECURE AND AWARD HOME
PARTNERSHIP FUNDS THROUGH THE COUNTY HOME
CONSORTIUM FOR THE CITY OF SOUTH SAN FRANCISCO

WHEREAS, staff recommends authorizing a Cooperation Agreement with San Mateo County to secure and award HOME Partnership Funds through the County HOME Consortium for the City of South San Francisco.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South San Francisco that the City Council hereby authorizes a Cooperation Agreement with San Mateo County to secure and award HOME Partnership Funds through the County HOME Consortium for the City of South San Francisco.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute documents necessary to effectuate the Cooperation Agreement for the HOME Partnership program funds.

* * * * *

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of South San Francisco at a regular meeting held on the 8th day of June 2005 by the following vote:

AYES: Councilmembers Richard A. Garbarino, Pedro Gonzalez and Karyl Matsumoto,

Mayor Pro Tem Joseph A. Fernekes and Mayor Raymond L. Green

NOES: None.

ABSTAIN: None.

ABSENT: None.

STATE OF CALIFORNIA } SS
COUNTY OF SAN MATEO }

I, Sylvia M. Payne, City Clerk of the city of South San Francisco, County of San Mateo, State of California, an ex-officio Clerk of the City Council thereof, do hereby certify that the above and foregoing is a full, true and correct copy of

58-2005

the original of which is on file in my office, and that I have carefully compared the same with the original.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of the City of South San Francisco this 10th day of June 2005

SYLVIA M. PAYNE

City Clerk and Ex-officio Clerk of the City Council of the City of South San Francisco

By Sylvia M. Payne

City Clerk

ATTEST:

Sylvia M. Payne
City Clerk

RESOLUTION NO. 073948

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

* * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO HOME COOPERATIVE AGREEMENT THAT: A) INCLUDES THE CITY OF SAN MATEO INTO THE SAN MATEO COUNTY HOME CONSORTIUM; AND B) AUTOMATICALLY RENEWS THE AMENDED AGREEMENT FOR SUCCESSIVE QUALIFICATION PERIODS TO REMAIN IN EFFECT AT LEAST UNTIL THE HOME FUNDS FROM EACH OF THE FEDERAL FISCAL YEARS OF THE AGREEMENT'S SPECIFIED PERIODS, AND EACH SUCCESSIVE QUALIFICATION PERIOD FOR WHICH THE AGREEMENT IS RENEWED, ARE EXPENDED ON ELIGIBLE ACTIVITIES.

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

WHEREAS, the San Mateo County HOME Consortium (the "HOME Consortium") includes the County of San Mateo and the City of South San Francisco; and

WHEREAS, the HOME Consortium manages the combined federal HOME Program funding through the efforts of the San Mateo County Department of Housing; and

WHEREAS, the City of San Mateo wished to join the HOME Consortium, adding their HOME allocation to that of the Consortium; and

WHEREAS, the combined allocation dedicated to the HOME Consortium would help address critical housing needs within the County; and

WHEREAS, the Board approved the inclusion of the City of San Mateo into the Consortium on April 28, 2015; and

WHEREAS, the U.S. Department of Housing and Urban Development required that the HOME Cooperative Agreement be amended to include the City as a participant in the Coalition and proscribing automatic renewal provisions for the agreement;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes an amendment to the HOME Cooperative Agreement that includes the City of San Mateo into the San Mateo County Home Consortium and automatically renews the Amended Agreement for successive qualification periods to remain in effect at least until the HOME funds from each of the federal fiscal years of the Agreement's specified periods, and each successive qualification period for which the Agreement is renewed, are expended on eligible activities.

* * * * *

Regularly passed and adopted this 21st day of July 2015

AYES and in favor of said resolution:

Supervisors:

CAROLE GROOM

DAVE PINE

DON HORSLEY

WARREN SLOCUM

ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

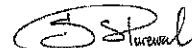
NONE

Carole Groom

*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



*Sukhmani Purewal, Deputy
Clerk of the Board of Supervisors*

**FIRST AMENDMENT TO COOPERATION AGREEMENT
OF THE SAN MATEO COUNTY HOME CONSORTIUM
UNDER THE CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT**

This **FIRST AMENDMENT TO COOPERATION AGREEMENT** ("First Amendment") is made as of this 21st day of July, 2015, by and among the Board of Supervisors of San Mateo County, California, a political subdivision of the State of California (hereinafter "County"), the City of San Mateo (hereinafter "City"), and the U.S. Department of Housing and Urban Development (hereinafter "HUD"), and amends the Cooperation Agreement Between the County of San Mateo and the City of South San Francisco under the Cranston-Gonzalez National Affordable Housing Act among the parties dated June 21, 2005 (the "Agreement").

The purpose of this First Amendment is to add the City of San Mateo as a member of the San Mateo County HOME Consortium and to incorporate the HUD required changes in CPD Notice 13-002 to the automatic renewal provisions of cooperation agreements.

Accordingly, the parties agree as follows, as provided by Section 5 of the Cooperative Agreement giving the County authorization to amend the agreement on behalf of the entire consortium to add new members:

1. The City of San Mateo is hereby added as a party to the Cooperative Agreement with equal status to the City of South San Francisco.
2. Throughout the Cooperative Agreement, the identification "City" shall be changed to "Cities".
3. Section 2 of the Agreement is hereby deleted and replaced with the following:

2. Term:

a. The term of this agreement shall be for the Federal fiscal years 2006, 2007 and 2008, unless HUD earlier revokes the Consortium's designation as a participating jurisdiction. This agreement shall remain in effect until the HOME funds from each of the Federal fiscal years are closed out pursuant to Federal regulation 24 CFR 92.507.

b. Automatic Renewal: Subject to the terms below, this Agreement shall automatically be renewed for participation in successive three year qualification periods. Prior to such renewal, and by fifteen (15) days prior to the date specified in HUD's Consortia Designation Notice(s) or HOME Consortia web page, the County, as lead entity, will notify the Cities in writing of their right not to participate for the successive three year qualification periods. A copy of this notification shall also be sent to HUD by the County as specified in the Consortia Designation Notice.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the County, and the County shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the County shall submit to the HUD Field Office a

statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium's membership has changed, the state certification required under 24 CFR Section 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of this agreement will be void if: the County fails to notify a Consortium member or the HUD Field Office as required under this automatic renewal provision or the County fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

4. The remaining terms and conditions of the Agreement shall continue in full force and effect.

COUNTY OF SAN MATEO

Carole Groom

Carole Groom
President, Board of Supervisors

ATTEST:

J. Malthe

Clerk of Said Board

July 21, 2015

CITY OF SAN MATEO

Larry A. Patterson, City Manager

Approved as to Form

City Attorney

Resolution #073948

**CITY OF SAN MATEO
RESOLUTION NO. 73 (2015)**

**RESCINDING THE 2015 HOME COOPERATIVE AGREEMENT AND APPROVING AN
AMENDMENT TO THE 2005 HOME COOPERATIVE AGREEMENT TO INCLUDE
THE CITY OF SAN MATEO**

WHEREAS, the Council recently approved a HOME Cooperative Agreement to join the existing consortium for the purpose of applying for federal HOME funds for affordable housing programs and projects rather than continuing as an individual participating jurisdiction in the program; and

WHEREAS, as detailed in the accompanying administrative report, it is advantageous for the City to participate in the Cooperative Agreement; and

WHEREAS, upon submission of the 2015 Cooperative Agreement to HUD, it was requested that the 2015 Agreement be restructured as an amendment to the original 2005 Cooperative Agreement; and

WHEREAS, to accommodate HUD's request, it is necessary to rescind the 2015 HOME Cooperative Agreement and approve an amendment to the 2005 HOME Cooperative Agreement to include the City; and

WHEREAS, authorization for the automatic renewal of the agreement is required so that the agreement remains effective at least until the HOME funds from each of the federal fiscal years of the agreement's specified qualification period and each successive qualification period for which the agreement is renewed, are expended on eligible activities;

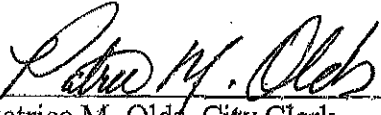
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN MATEO, CALIFORNIA, HEREBY RESOLVES that:

1. The HOME Cooperative Agreement, approved in June 2015, is rescinded.
2. The Amendment to the HOME Cooperative Agreement, originally executed in 2005, to include the City of San Mateo, is approved.
3. The City Manager is authorized to execute the Amendment, in substantially the form submitted, and other related documents.
4. The automatic renewal of the agreement for successive qualification periods is authorized, allowing the agreement to remain effective at least until the HOME funds from each of the federal fiscal years of the agreement's specified qualification period, and each successive qualification period for which the agreement is renewed, are expended on eligible activities.

RESOLUTION NO. 73 (2015) adopted by the City Council of the City of San Mateo, California, at a regular meeting held on July 20, 2015, by the following vote of the City Council:

AYES: Council Members Freschet, Matthews, Bonilla, Goethals and Lim
NOES: None
ABSENT: None

ATTEST:



Patrice M. Olds, City Clerk



Maureen Freschet, Mayor

**FIRST AMENDMENT TO COOPERATION AGREEMENT
OF THE SAN MATEO COUNTY HOME CONSORTIUM
UNDER THE CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT**

This **FIRST AMENDMENT TO COOPERATION AGREEMENT** ("First Amendment") is made as of this 21st day of July, 2015, by and among the Board of Supervisors of San Mateo County, California, a political subdivision of the State of California (hereinafter "County"), the City of San Mateo (hereinafter "City"), and the U.S. Department of Housing and Urban Development (hereinafter "HUD"), and amends the Cooperation Agreement Between the County of San Mateo and the City of South San Francisco under the Cranston-Gonzalez National Affordable Housing Act among the parties dated June 21, 2005 (the "Agreement").

The purpose of this First Amendment is to add the City of San Mateo as a member of the San Mateo County HOME Consortium and to incorporate the HUD required changes in CPD Notice 13-002 to the automatic renewal provisions of cooperation agreements.

Accordingly, the parties agree as follows, as provided by Section 5 of the Cooperative Agreement giving the County authorization to amend the agreement on behalf of the entire consortium to add new members:

1. The City of San Mateo is hereby added as a party to the Cooperative Agreement with equal status to the City of South San Francisco.
2. Throughout the Cooperative Agreement, the identification "City" shall be changed to "Cities".
3. Section 2 of the Agreement is hereby deleted and replaced with the following:

2. Term:

a. The term of this agreement shall be for the Federal fiscal years 2006, 2007 and 2008, unless HUD earlier revokes the Consortium's designation as a participating jurisdiction. This agreement shall remain in effect until the HOME funds from each of the Federal fiscal years are closed out pursuant to Federal regulation 24 CFR 92.507.

b. Automatic Renewal: Subject to the terms below, this Agreement shall automatically be renewed for participation in successive three year qualification periods. Prior to such renewal, and by fifteen (15) days prior to the date specified in HUD's Consortia Designation Notice(s) or HOME Consortia web page, the County, as lead entity, will notify the Cities in writing of their right not to participate for the successive three year qualification periods. A copy of this notification shall also be sent to HUD by the County as specified in the Consortia Designation Notice.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the County, and the County shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the County shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium's membership has changed, the state certification required under 24 CFR Section 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive

qualification periods.

The automatic renewal of this agreement will be void if: the County fails to notify a Consortium member or the HUD Field Office as required under this automatic renewal provision or the County fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

1. The remaining terms and conditions of the Agreement shall continue in full force and effect.

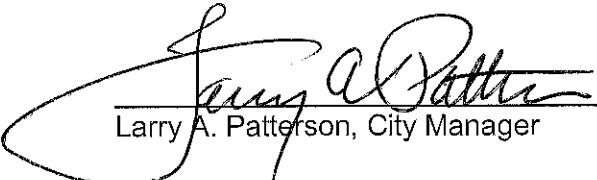
COUNTY OF SAN MATEO

Carole Groom
President, Board of Supervisors

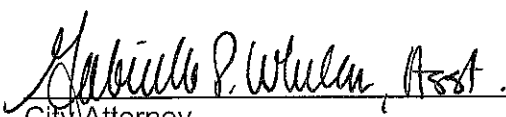
ATTEST:

Clerk of Said Board

CITY OF SAN MATEO


Larry A. Patterson, City Manager

Approved as to Form


City Attorney

ATTEST:


City Clerk



**SECOND AMENDMENT TO COOPERATION AGREEMENT OF
THE SAN MATEO COUNTY HOME CONSORTIUM
UNDER THE CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT**

This **SECOND AMENDMENT TO COOPERATION AGREEMENT** ("Second Amendment") is made as of the Second Amendment Effective Date (defined herein), by and among the County of San Mateo, a political subdivision of the State of California (hereinafter "County"), the City of South San Francisco, the City of San Mateo and the City of Redwood City (collectively hereinafter "Cities"), and the U.S. Department of Housing and Urban Development (hereinafter "HUD"), and amends the Cooperation Agreement Between the County of San Mateo, the City of South San Francisco and the City of San Mateo, under the Cranston-Gonzalez National Affordable Housing Act, dated June 21, 2005, as amended by the First Amendment, dated July 21, 2015 (the "Agreement").

The purpose of this Second Amendment is to add the City of Redwood City as a member of the San Mateo County HOME Consortium and to make other amendments as set forth herein.

Accordingly, the parties agree as follows:

1. The City of Redwood City is hereby added as a party to the Agreement with equal status to the other Cities that are Consortium members to this Agreement, provided that the County is authorized under Section 5 of the Agreement to amend the Agreement on behalf of the entire Consortium to add new members.
2. Section 2a. of the Agreement is hereby amended and restated in its entirety as follows:

The term of this Agreement shall be for the Federal fiscal years 2026, 2027, and 2028, unless HUD earlier revokes the Consortium's designation as a participating jurisdiction. This Agreement shall remain in effect until the HOME funds from each of the Federal fiscal years are closed out pursuant to Federal regulation 24 CFR 92.507.

3. A new Section 2(c) is added to the Agreement, as follows:

Program Year. In accordance with 24 CFR § 91.402(a), all Consortium members shall be on the same program year for purposes of CBDG, HOME ESG and HOPWA, which program year shall begin on July 1, 2024 and will now end on June 30, 2026 for the County, the City of South San Francisco and the City of San Mateo, and will begin on July 1, 2026 and end on June 30, 2029 for all Consortium members of the San Mateo County HOME Consortium.

4. Section 7c. of the Agreement is hereby amended and restated in its entirety to read as follows:
- As Consortium representative, County agrees to allocate six and three tenths of one percent (.063%) of the Consortium's total annual allocation plus ten dollars and zero cents (\$10.00) for each HOME-assisted unit that the Consortium member will continue to manage and monitor to each Consortium member for general administration activities.
5. This Second Amendment shall be effective as of the date fully executed by the Consortium members.
6. The remaining terms and conditions of the Agreement shall continue in full force and effect.

COUNTY OF SAN MATEO

President, Board of Supervisors

ATTEST:

Clerk of Said Board

____ 2025

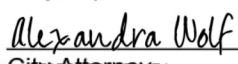
CITY OF SOUTH SAN FRANCISCO

DocuSigned by:


Sharon Kay Ranals
8A40B2F441FD4BA..., City Manager

Date: March 17, 2025 | 7:15:40 PM PDT

Approved as to Form

Signed by:


Alexandra Wolf
City Attorney

CITY OF SAN MATEO

_____, City Manager

Date: _____

Approved as to Form

City Attorney

CITY OF REDWOOD CITY

Melissa Stevenson, City Manager

Date: _____

Approved as to Form

Veronica Ramirez, City Attorney

Attest:

Yessika Castro, City Clerk