

**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**

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Carole Groom  
President, Board of Supervisors

ATTEST:

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Clerk of Said Board

**CITY OF SAN MATEO**

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Larry A. Patterson, City Manager

Approved as to Form

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City Attorney