

County of San Mateo Cooperative Agreement Amendment

Cooperation Agreement dated September 20, 2017
Cooperation Agreement Amendment #1 dated July 2023

Amendment Number: 2 (Second)

Agreement between the COUNTY OF SAN MATEO and the CITY OF BURLINGAME

THE AGREEMENT IS CHANGED AS FOLLOWS

- I. Witnesseth Section is hereby added amended as follows:

Adds the following emboldened, italicized phrase:

WHEREAS, the County of San Mateo has heretofore qualified as an urban county under the Act, the County again solicits the cooperation and co-participation of public entities such as the City in its application for federal assistance under the Act for ***Federal Fiscal Years 2027, 2028 and 2029 and one subsequent three-year period thereafter***; and

- II. Witnesseth Section is hereby added amended as follows:

Adds the following as a new Whereas provision:

WHEREAS, the City Executive of the City is authorized to execute this Amendment on the City's behalf, and the County Executive is authorized to execute this Amendment on the County's behalf.

- III. Section 1 (Purpose) is hereby added amended as follows:

Replaces the first sentence with the following emboldened, italicized phrase:

"The County and City agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities in and for the benefit of the City, as approved or authorized between the parties in the CDBG Agreements, including the Consolidated Plan. This Agreement includes..."

- IV. Section 2 (Term), 1 is hereby added amended as follows:

Amends and restates the first paragraph in its entirety as follows:

"This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028 and 2029, and until funds granted and program income received during the three-year program period are expended and the funded activities completed. Neither the County nor the Municipality may terminate, withdraw, or be removed from the program during the three-year program period. The Agreement will renew automatically for participation in one successive three-year Urban County qualification period (Federal Fiscal Years 2030, 2031, and 2032), unless the Municipality or the County provide written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD Exchange Urban Counties website. The County will notify the Municipality in writing of the Municipality's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website."

V. Section 3 (County’s Responsibilities as Applicant) is hereby added amended as follows:

Amends and restates Paragraphs 4 and 5 of Subsection a. in their entirety as follows:

“Therefore, the County and City agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities in and for the benefit of the City, as approved or authorized between the parties in the CDBG Agreements, including the Consolidated Plan. The County and City will also strictly adhere to the Consolidated Plan as approved and to all assurances and certifications provided to HUD, including taking all actions necessary to comply with the Urban County’s certifications under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with:

- Title VI of the Civil Rights Act of 1964, implementing regulations at 24 CFR Part 1; and
- the Fair Housing Act, and implementing regulations at 24 CFR Part 100 and will comply with the obligation to affirmatively further fair housing; and
- Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates: Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8; and
- Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35; and
- the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146; and
- Section 3 of the Housing and Urban Development Act of 1968; and
- Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 49 CFR Part 24; and
- Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 42; and
- all other applicable laws and regulations.

The Parties acknowledge that the Urban County is a plaintiff in King County et al. v. Turner et al., 2:25-cv-00814-BJR (W.D. Wash.) and through this litigation has obtained a Preliminary Injunction against HUD. To the extent that this Agreement purports to impose terms or conditions that are enjoined pursuant to that Preliminary Injunction, the Urban County is not bound to those enjoined terms or conditions.

The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County’s actions to comply with the County’s fair housing certification and duty to affirmatively further fair housing. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e. the Urban County) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department.”

VI. Section 3 (County’s Responsibilities as Applicant), is hereby added amended as follows:

Amends and restates Subsection c. in its entirety as follows:

“Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Municipality, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.”

VII. Section 5 is hereby added amended as follows:

Adds the following italicized and underlined language:

The City and County has each adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations;
- b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

VIII. Section 8 (County’s Responsibility to City), is hereby added amended as follows:

Adds the following new Subsection d.:

“d. The Urban County agrees that the CDBG funds that the Municipality is entitled to will be utilized to benefit the Municipality.”

IX. Section 10 (Program Income) is hereby added amended as follows:

Amends and restates Subsection e. in its entirety as follows:

“e. The County and Municipality shall not terminate or withdraw from the Agreement while it remains in effect. The County may transfer the program income to the Municipality, upon its termination of Urban County participation, provided that the Municipality begins participating as an independent CDBG Entitlement grantee and agrees to use the program income in its own CDBG Entitlement program.”

X. Section 13 (Minor Amendments to the Agreement) is hereby added amended as follows

Amends and restates Section 13 in its entirety as follows:

13. Amendments to the Agreement.

“The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the Agreement for such qualification period.”

Other changes: None

I hereby certify that the requested changes are required per the United States Department of Housing and Urban Development.



Requestor Signature
 County of San Mateo

June 4, 2026

Date

Karen Coppock

Requestor Name (please print)
 County of San Mateo

HCD Supervisor

Requestor Title (please print)

This change is effective as of: July 1, 2027

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED.

In witness of and in agreement with this Amendment's terms, the Parties, by their duly authorized representatives, affix their respective signatures:

For City:

**Signature
(City Manager)**

Date

Name (please print)

For County:

**Signature
(County Executive)**

Date

Name (please print)