

**ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT
DEPARTMENT**

**COOPERATIVE AGREEMENT
BETWEEN
CITY OF SAN LEANDRO
AND
THE COUNTY OF ALAMEDA**

This AGREEMENT, made and entered into on the 2nd day of June, 2026, by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California (hereinafter referred to as the “COUNTY”), and the CITY OF SAN LEANDRO, a California municipal corporation located within Alameda County (hereinafter referred to as the “CITY”).

RECITALS

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act of 1990, hereinafter referred to as “the Act”, and Federal regulations have been adopted pursuant thereto; and

WHEREAS, Title II of the Act creates the HOME Investment Partnerships Program hereinafter referred to as "HOME," that provides funds to participating jurisdictions for acquisition, rehabilitation, and new construction of affordable housing, and providing tenant-based rental assistance; and

WHEREAS, the Act requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for HOME funds; and

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties States, and consortia of local governments; and

WHEREAS, the Act allows local governments to form consortia for the purpose of receiving and administering HOME funds and carrying out purposes of the Act; and

WHEREAS, the Act requires that a local government member of an urban county participating in the U.S. Department of Housing and Urban Development’s (HUD’s) Community Development Block Grant (CDBG) program may participate in a consortium only through the urban county, and the COUNTY is the lead agency of the Alameda County Urban County; and

WHEREAS, the Act requires that a consortium shall have one member unit of general local government authorized to act in a representative capacity as lead entity for all members for purposes of the Act and to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; and

WHEREAS, the COUNTY has sufficient legal authority and administrative capacity to carry out the purpose of the HOME program on behalf of the Alameda County HOME Consortium (“CONSORTIUM”) members and is the lead entity of the CONSORTIUM for the purposes of the Act, assuming overall responsibility for the Act on behalf of the CONSORTIUM members, including ensuring compliance with the requirements of the HOME program and Consolidated Plan. The COUNTY, as lead agency, has the authority to amend the consortium agreement on behalf of all members to add new qualifying members from the Alameda County Urban County to the CONSORTIUM when notified by HUD that it is appropriate to do so;

THEREFORE, it is agreed that:

1. The CITY and the COUNTY will cooperate in the operation of the CONSORTIUM, for the purpose of undertaking or assisting in undertaking HOME-eligible housing assistance activities pursuant to Title II of the Act including but not limited to, acquiring, rehabilitating, and constructing affordable housing and providing homebuyer and tenant-based rental assistance.
2. The COUNTY is authorized to and shall act in a representative capacity as the lead entity for all members of the CONSORTIUM for the purposes of administering the HOME program.
3. The COUNTY assumes overall responsibility for ensuring that the CONSORTIUM’s HOME program is carried out in compliance with the requirements of the HOME program, including requirements concerning the Consolidated Plan.
4. The CITY shall have thirty (30) calendar days to approve the portions of the Consolidated Plan which pertain to the CITY before the COUNTY submits final Consolidated Plan to HUD. The COUNTY shall incorporate the CITY changes in Consolidated Plan, if any, provided that they meet HOME requirements.
5. The CITY shall approve each project funded with HOME funds within the CITY before the COUNTY approves funding project with HOME funds, provided that the CITY approval or disapproval does not obstruct the implementation of the approved Consolidated Plan.
6. The CITY shall designate a staff member to participate on the Consortium’s Technical Advisory Committee.
7. The CITY shall designate a representative to whom all notices and communications from the COUNTY shall be directed. The COUNTY's duty to notify the CITY shall be complete when the communication is sent to the designated representative. It is the exclusive duty of the designated representative to notify the appropriate individuals or departments within the CITY.
8. To carry out activities under this Agreement, the COUNTY shall allocate to the CITY a portion of HOME funds received under the Act. Initial allocations shall be approved by

the Technical Advisory Committee for the CONSORTIUM. If necessary to meet HOME requirements, funds will be reallocated by the COUNTY in accordance with such needs, objectives, or strategies as the COUNTY shall decide. In preparing such needs, objectives, or strategies, the COUNTY shall consult with the CITY and Technical Advisory Committee before making its determinations.

9. Each party to this agreement and each CONSORTIUM member shall affirmatively further fair housing.
10. The CITY shall pay the COUNTY an annual fee, deducted from the CITY's annual allocation at the beginning of the program year, to help defray the COUNTY's costs to administer the Consortium and perform monitoring, record-keeping, and reporting required by the Act. Such fee shall be based upon the COUNTY's expected actual costs and shall in no case exceed five percent (5%) of the CITY's annual allocation of HOME funds.
11. The CITY shall provide the COUNTY with all of the following information concerning the CITY and the activities the CITY carries out under this agreement which the COUNTY requires to be prepared: 1) documents required to be submitted to HUD, 2) annual HOME performance report, 3) such other documents as the COUNTY may require to carry out eligible housing activities or meet Federal requirements. All information shall be submitted on forms prescribed by the COUNTY. In addition, the CITY agrees to make available upon request all records concerning the activities carried out under this agreement for inspection by the COUNTY or Federal officials during regular business hours.
12. Pursuant to Government Code Section 895.4, the CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for any fines, penalties or damages of any type, resulting from the CITY's performance of this Agreement and caused by any act or omission of the CITY, including failure to comply with any requirement of the Act or the Program described herein, except to the extent that any such claim, suits, actions, losses, or liabilities arise from any act or omission of the COUNTY.
13. Pursuant to Government Code Section 895.4, the COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for any fines, penalties or damages of any type, resulting from the COUNTY's performance of this Agreement and caused by any act or omission of the COUNTY, including failure to comply with any requirement of the Act or the Program described herein, except to the extent that any such claims, suits, actions, losses, or liability arise from any act or omission of the CITY.
14. The CITY agrees to defend, indemnify, and hold harmless all other cities participating in the Alameda County HOME CONSORTIUM for the CITY's negligent acts or omissions arising from this Agreement.
15. This Agreement shall go into effect immediately upon the signature of both parties and shall continue in full force and effect unless amended, until the HOME funds received

during each of the federal fiscal years of the qualification period (2027, 2028, and 2029) are expended on eligible activities or returned to HUD. The CITY will be included in the Consortium for a minimum of three (3) federal fiscal years, specifically federal fiscal years 2027, 2028 and 2029. CONSORTIUM members, including the CITY, shall not withdraw from the CONSORTIUM during this period.

16. The beginning of the CONSORTIUM's program year is July 1 and the end of the CONSORTIUM's program year is June 30. All CONSORTIUM members, including the CITY, must be on the same program year for CDBG, HOME, Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) programs.
17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
18. The CITY agrees to cooperate, at no cost to the COUNTY, in any audit of program activities involving program funds received by that City, including preparing appropriate financial statements, promptly following up and taking corrective action on audit finding, comply with any corrective action plans issued in connection with the audit, and provide auditor with information as needed for the auditor to perform the audit required by applicable regulations.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CITY OF SAN LEANDRO

By: _____
President of the Board of Supervisors

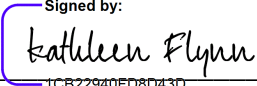
By: _____
Janelle T. Cameron,
City Manager

Date: _____

Date: _____

Approved as to form by:
Andrea L. Weddle, Interim County Counsel

Approved as to form by:

Signed by:

By: _____
Kathleen Flynn,
Deputy County Counsel

By: _____
Richard Pio Roda,
City Attorney

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.