

COUNCIL MEETING  
OCTOBER 21, 1987

9

MEMORANDUM OF  
UNDERSTANDING FOR  
HOUSING REHABILITATION  
SERVICES CITY OF  
LODI AND COUNTY  
OF SAN JOAQUIN

RES. NO. 87-146

CC-25

Mr. Rick Barnum, Associate Planner, advised the Council that in order to minimize the administrative weight commonly associated with housing rehabilitation programs, San Joaquin County has offered to provide key administrative services for a mutually acceptable fee. The scope of services offered by San Joaquin, as enumerated in a Memorandum of Understanding presented for Council review would serve to most efficiently implement Lodi's rehabilitation Program.

Following discussion, with questions being directed to Mr. Barnum, Council, on motion of Council Member Snider, Hinchman second, adopted Resolution No. 87-146 approving the Memorandum of Understanding for Housing Rehabilitation Services - City of Lodi and Council of San Joaquin.

## COUNCIL COMMUNICATION

TO: THE CITY COUNCIL	DATE: October 21, 1987	NO.
FROM: THE CITY MANAGER'S OFFICE		
SUBJECT: MEMORANDUM OF UNDERSTANDING FOR HOUSING REHABILITATION SERVICES CITY OF LODI AND COUNTY OF SAN JOAQUIN		

### RECOMMENDED ACTION

That the City of Lodi adopt a resolution accepting a Memorandum of Understanding between the City of Lodi and the County of San Joaquin for Housing Rehabilitation Services.

### BACKGROUND INFORMATION

In order to minimize the administrative weight commonly associated with housing rehabilitation programs, San Joaquin County has offered to provide key administrative services for a mutually acceptable fee. The scope of services offered by San Joaquin, as enumerated in Attachment A of the Memorandum of Understanding, would serve to most efficiently implement Lodi's rehabilitation program.



\_\_\_\_\_  
Rick Barnum  
Associate Planner

Attachments

Cooperation Agreement

The Cooperation Agreement is essentially the same as that executed three years ago. HUD has directed that certain statements be added to the Cooperation Agreement regarding pending Federal legislation for the Urban County Program, equal opportunity, rear property acquisition, and program income.

Allocation Agreement

The allocation formula has been changed to exclude the age of housing in the ratio allocation count. However, pursuant to the Allocation Agreement, San Joaquin County shall insure that Lodi shall receive an amount which is no less than which it would have received had it maintained its metropolitan city status. Also, the Allocation Agreement has been revised to increase the administrative set aside from five percent to six percent.

*Rick Barnum*

---

Rick Barnum  
Associate Planner

Attachments

RESOLUTION 87-146

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING OF COMMUNITY  
BLOCK GRANT FUNDING HOUSING REHABILITATION SERVICES

BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the Memorandum of Understanding dated October 21, 1987 between San Joaquin County and the City of Lodi to establish an agreement between the County and City with regard to the use of Block Grant funds for the City of Lodi's Housing Rehabilitation Program, which is to be jointly administered and carried out by the County of San Joaquin and the City of Lodi, a copy of which is attached Marked Exhibit A, and hereby made a part hereof.

Dated: October 21, 1987

I hereby certify that Resolution No. 87-146 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 1987 by the following vote:

Ayes: Councilmembers - Hinchman, Pinkerton, Reid, Snider, and  
Olson (Mayor)

Noes: Councilmembers - None

Absent: Councilmembers - None

  
Alice M. Reimche  
City Clerk

MEMORANDUM OF UNDERSTANDING  
HOUSING REHABILITATION SERVICES

INTRODUCTION

The purpose of this memorandum dated October 21, 1987, between San Joaquin County and the City of Lodi is to establish an agreement between the County and City with regard to the use of Block Grant funds for the City of Lodi's Housing Rehabilitation Program, which is to be jointly administered and carried out by the County of San Joaquin and the City of Lodi.

WORK PROGRAM

The County agrees to carry out those activities specified as County activities under the scope of services (Attachment A) in implementing the City's Housing Rehabilitation Program.

BUDGET AMOUNT

The City of Lodi has allocated \$157,000 of Block Grant funds for this activity. The County agrees to incur costs, not to exceed the allocated amount and for service rendered under Scope of Services, under Appendix A. The county shall be entitled to receive reimbursement not to exceed \$23,550.

USE OF FUNDS

Use of Funds pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570; other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this agreement. Community Development Block Grant regulations are incorporated herein by reference. In addition, the City and County agree to comply with other applicable laws, including Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Executive Order #11063.

The housing rehabilitation activity must be designed, or so located, as to assist lower income persons, eliminate slums or blighted conditions on a spot basis, or meet an urgent community development need, health or safety condition.

PERIOD OF AGREEMENT

This agreement shall be in force until all the funds allocated for this activity have been expended; or until 12 months have elapsed from the signing of the agreement, or whichever shall occur first; or within 30 days notice, by either party, of its intent to cancel the agreement.

SCOPE OF SERVICES

The City and County agree to carry out all those activities specified in Appendix A, and in accordance with the goals, policies, and guidelines specified in Appendix B.

## REIMBURSEMENT FOR SERVICES RENDERED

San Joaquin County will be reimbursed for services rendered consistent with allowable activities under the Scope of Services. All costs incurred must be for eligible Housing Rehabilitation Block Grant activities. Reimbursement for administrative services will be made monthly and claim forms will be supported by primary source documentation to be submitted to the City for its approval.

## REIMBURSEMENT FOR HOUSING REHABILITATION WORK

The County shall be responsible for receiving and processing claims from contractors for work performed. The City shall have final approval of all progress and final claims for payment.

## ADMINISTRATIVE AND MANAGEMENT RESPONSIBILITIES

The administrative responsibilities for implementing the Scope of Services contain in Appendix A jointly rest with the City and County. It shall be the responsibility of the Deputy Director of the Department of Planning and Building Inspection to ensure that the program is carried out in compliance with applicable (Federal or State) regulatory or statutory requirements and/or supplemental guidance issued by the funding agency or department. The City shall jointly be responsible for certifying the eligibility and appropriateness of costs incurred and shall acknowledge such certification in the submittal and approval of claims for reimbursement.

## MONITORING/EVALUATION

The City shall have the right to review program records at any time after 5 days notice has been given to the County.

## EQUAL OPPORTUNITY IN PARTICIPATION

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to this Section, no person in the United States shall on the ground of race, color, religion, sex, age, handicap, national origin or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with the community development funds.

Specific (not exclusive) Discriminatory Actions Prohibited:

The Agency may not directly or through contractual or other arrangements, on the ground of race, color, religion, national origin, age handicap, sex or any other basis prohibited by applicable law:

- a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- b. Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.

- c. Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program of activity.
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

#### BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME RESIDENTS

The City and County will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This act requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitation for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When the City and County utilize the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract. If the City and County solicits or requests an invitation for bids, every effort feasible will be made to contact minority organizations for a response to the solicitation or invitation for bidders.

#### NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAM

In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The Agency will comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

#### PROVISION OF THE H.A.C.H ACT

Neither the City program nor the funds provided therefore, nor the personnel employed in the administration of the program, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

#### LEAD BASE PAINT

Any grants or loans made by the city for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead base paint hazards under 24 CFR Part 35, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

ATTEST: JORETTA J. HAYDE  
Clerk of the Board of Supervisors  
of the County of San Joaquin,  
State of California

COUNTY OF SAN JOAQUIN,  
a political subdivision of the  
State of California

By \_\_\_\_\_ (SEAL)  
Deputy Clerk

By \_\_\_\_\_  
GEORGE L. BARBER, Chairman  
Board of Supervisors  
San Joaquin County

APPROVAL RECOMMENDED  
County Dept. of Administration

CITY OF LODI

By \_\_\_\_\_  
County Administrator

By *Evelyn M. Olson*  
EVELYN M. OLSON, Mayor  
City of Lodi

APPROVED AS TO FORM:  
JOHN F. CHEADLE, County Counsel

ATTEST *Alice M. Reimche*  
ALICE M. REIMCHE  
City Clerk

By \_\_\_\_\_  
Sandra Michael Affonso  
Deputy County Counsel

## APPENDIX A

### SCOPE OF SERVICES

This city and county agree that the following activities as specified below are the responsibility of each party to this Agreement.

#### County Activities

1. Initial Application Intake
2. Loan Applicant Eligibility Determination
3. Preliminary Housing Rehabilitation cost Estimate
4. Bank Application Processing
5. Housing Rehabilitation Work Write-up
6. Formal Bid/Review Process
7. Notice of Award
8. Notice to Proceed
9. Processing of Progress Payments
10. Request for Contractor Lien Release
11. Contractor Final Payment
12. Notice of Completion

#### City Activities

1. Final Loan Underwriting Decisions
2. Progress Inspections - Building Code
3. Authorization of Progress Payments
4. Authorization of Final Payment

## APPENDIX B

### HOUSING REHABILITATION GOAL

The City of Lodi will attempt to encourage the rehabilitation of all eligible residential structures located within the east side target area (refer to map Attachment A) through the following types of activities and assistance:

1. Informational Outreach

Display advertisements will be published periodically in local papers of general circulation.

2. Inspection of Property

Upon request of the owner, individual housing unit inspections will be made, and deficiencies pursuant to the Uniform Housing Code will be noted. An inspection summary will be prepared for use as a guide for corrective action.

3. Financial and Technical Assistance

Financial and technical assistance will be offered to owner-residents to encourage the rehabilitation of units to Uniform Housing Code Standards to eliminate code violations.

## Policies

To encourage the rehabilitation of owner occupied single-family residential structures to a level consistent with Uniform Housing Code Standards, to ensure the elimination of health and safety violations, and to protect the general public.

To provide a level of financial and technical assistance to low and moderate income residents within the east side target area of Lodi, in a manner consistent with the availability of program resources, types of loans, and loan limitations.

To ensure the confidential treatment of applicant information consistent with Federal and State laws and regulations.

To ensure that policies and procedural guidelines are consistent with Federal and State program requirements.

## Eligible Rehabilitation Work Activities

### 1. Immediate Hazards to Life & Safety (Emergency)

The following list of repairs are those which are deemed necessary by the inspector to eliminate an immediate threat to life and safety of an individual. Such repairs may include, but not be limited to:

- a. Repairs to correct failing structural components of the building.
- b. Electrical repairs to correct conditions which are likely to result in a fire or threaten life.
- c. Plumbing repairs which involve exposed sewage, unsafe drinking water and water heaters.
- d. Mechanical system repairs which involve conditions likely to result in a fire or leakage of gas which may result in death.
- e. Other repairs needed to correct conditions which could be life threatening.

### 2. General Housing Code and Health and Safety Code Items

The following list of repairs are those which are necessary to eliminate inadequate or improperly installed electrical, plumbing, heating fixtures and structural conditions which, though not life threatening, represent deteriorated and/or inadequate housing. Such repairs may include, but not be limited to:

- a. Repairs necessary to eliminate Uniform Housing Code and Health and Safety Code deficiencies.
- b. Repairs necessary to correct electrical defects, plumbing defects, and heating system defects.
- c. Repair or replacement of poor structural conditions.
- d. Additions or alterations to reduce overcrowding or eliminate barriers to elderly/handicapped persons.
- e. Installation of fixed fire detection devices and other devices which prevent or minimize hazardous conditions or situations.

### 3. General Home Improvements

- a. Home security improvements including, but not limited to deadbolts, window locks and alarm systems.
- b. Energy conservation, weatherization improvements.

4. Order of Priority

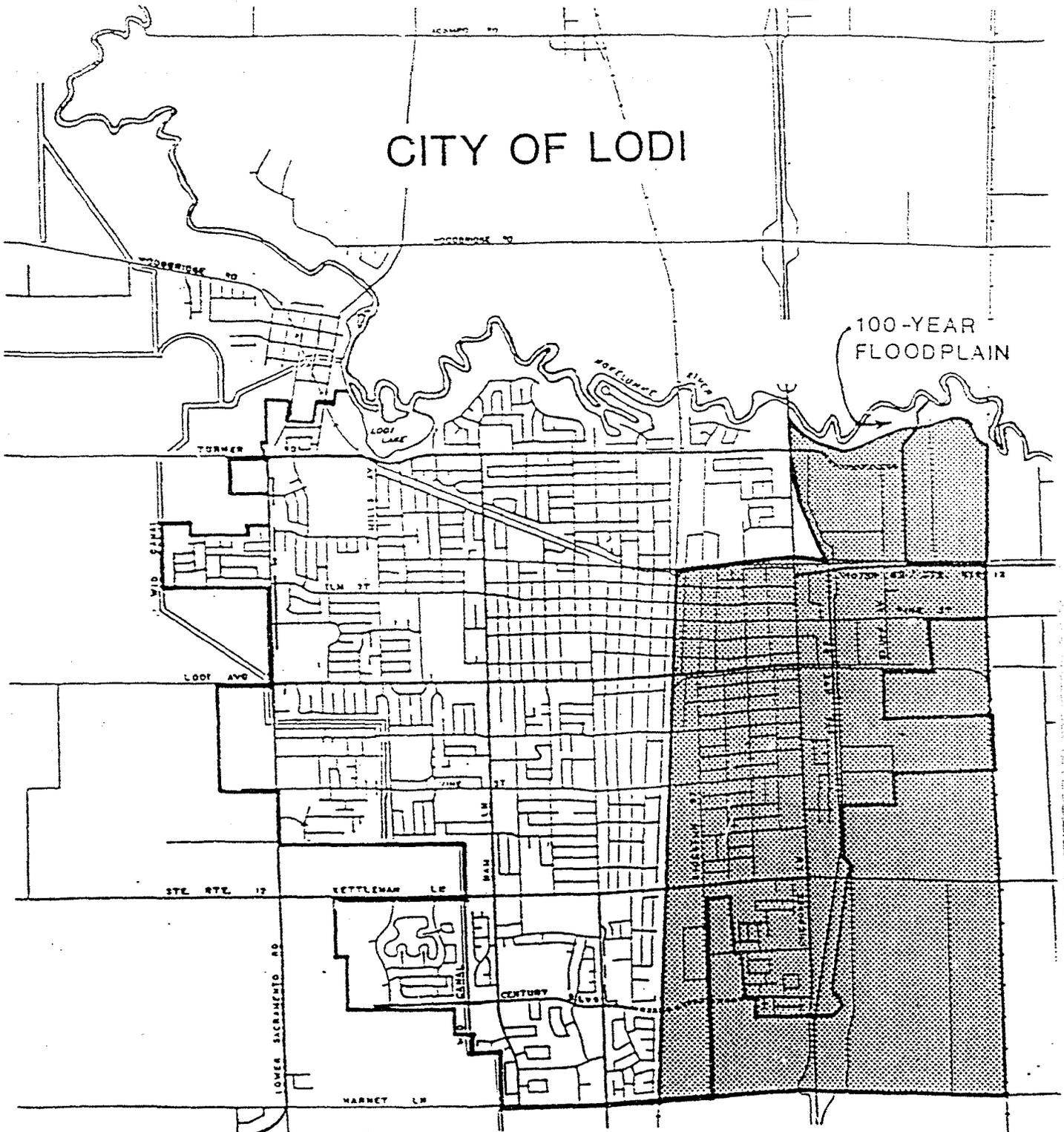
Priority is established by order of owner request. Applications will be date stamped and numbered in the order received by San Joaquin county. In consultation with the City Building Official, the County Building Official may amend the application order if the applicant fails to complete the application process after two notifications, or if the City or County Building Officials receive documented health or safety violations.

5. Other Administrative Procedures

Loan Dispute and Reconciliation

The City of Lodi Community Development Director, City of Lodi Building Official, Program Manager of the Grants Management, Office of San Joaquin County and the Deputy Director of Buildings of San Joaquin County, will review all disputes associated with the loan and rehabilitation activities. The decision of the program administrators is final, with no further recourse at the City or County level. A loan applicant may appeal the administrator's decision to the appropriate funding agency.

# CITY OF LODI



100-YEAR FLOODPLAIN

LOW AND MODERATE INCOME TARGET AREA

HOUSING REHABILITATION

6213

## COUNCIL COMMUNICATIC

TO: THE CITY COUNCIL

DATE:

NO.

FROM: THE CITY MANAGER'S OFFICE

October 21, 1987

SUBJECT: RENEWAL OF URBAN COUNTY AGREEMENTS  
CITY OF LODI COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

RECOMMENDED ACTION: That the City of Lodi enter into the required Urban County Agreements with San Joaquin County, as necessary to continue the Urban County Community Development Block Grant Program for the next three years, ending in Fiscal Year 1990. (Resolution Nos. 87-143, 87-144, and 87-145)

BACKGROUND INFORMATION: On November 21, 1984, technical amendments to the Housing and Community Development Act of 1984 allowed the City of Lodi to defer its Community Development Block Grant (CDBG) Entitlement City Status, thereby making it possible for San Joaquin County to qualify as an urban county under the Community Development Block Grant Program. Through the deferral of its entitlement city status, the City of Lodi experienced increased benefits in CDBG funding levels, and was able to share burdensome administrative tasks with San Joaquin County.

San Joaquin County is presently nearing the end of its urban qualification period. In order for Lodi to continue to participate in the CDBG program with San Joaquin County, the attached Urban County Agreements are hereby provided for City Council adoption. The Urban County Agreements consist of the following resolutions and associated documents:

1. Resolution deferring the status of the City of Lodi as a metropolitan city under the Community Development Block Grant Program.
2. Resolution authorizing execution of the Urban County Cooperation Agreement, with said Cooperation Agreement attached.
3. Resolution authorizing execution of the Urban County Allocation Agreement, with said Allocation Agreement attached.

For the forthcoming Urban County qualification period, changes have occurred in the following areas:

### Deferment

Federal legislation is pending to extend the deferral provisions for entitlement cities like Lodi. In the event the Federal legislation is not enacted, language is included in the Cooperation Agreement which will allow Lodi to retain its independent entitlement status. In 1984, the deferment of Lodi's entitlement status was a prerequisite in the formation of an urban county. In this forthcoming qualification period, the County does not need Lodi's deferment to qualify as an urban county. Nevertheless, Lodi will continue to experience fiscal and administrative advantages with its continued participation.

OFFICE OF  
COUNTY ADMINISTRATOR  
GRANTS MANAGEMENT



OCT 02 '87  
City Manager's Office

## COUNTY OF SAN JOAQUIN

COURTHOUSE, ROOM 678  
222 EAST WEBER AVENUE  
STOCKTON, CALIFORNIA 95202-2778

AREA 209 944-3216  
September 29, 1987

Mr. Thomas Peterson  
Lodi City Manager  
City Hall, 221 W. Pine Street  
Lodi, CA 95240

Dear Mr. Peterson:

### CDBG PROGRAM URBAN COUNTY AGREEMENTS

The County has been notified by the Department of Housing and Urban Development (HUD), to begin the urban county qualification process. Urban county qualification would entitle the County and the cities of Lodi, Manteca, Tracy, Ripon, and Escalon to continue to receive an estimated \$2.25 million in Community Development Block Grant (CDBG) funds during each of the next three years. Exact funding levels depend, in part, on legislation currently pending in Congress.

#### DEFERMENT

During the last qualification period, the City of Lodi deferred its independent entitlement status and participated in the formation of an urban county. This was a prerequisite to the qualification of the County and the other cities. Federal legislation is pending which may extend the provision that cities like Lodi may defer their status.

A draft City County resolution and letter of deferment to the Secretary of HUD is enclosed. The letter, as well as the proposed Cooperation Agreement, specifies that Lodi retains its independent entitlement status if the appropriate Federal legislation is not enacted.

The County and the other participating cities may qualify as an urban county without Lodi's deferment. HUD's notice to that effect is based on the preliminary release of Bureau of the Census estimates. Those estimates may be confirmed within the next week.

If the legislation is enacted, Lodi would still have the option of participating in the urban County. Discussions with staff

have identified fiscal and administrative advantages resulting from Lodi's participation.

#### COOPERATION AGREEMENT

As during the last qualification period, each participating city must exercise its option to include its population in the urban county.

Each city which chooses to participate must execute a Cooperation Agreement with the County which subsequently must be approved by HUD. All Cooperation Agreements must be submitted to HUD by November 9th. This deadline requires that each City Council endorse cooperation agreements during the week of October 19th.

A draft of the proposed Cooperation Agreement is enclosed. County Counsel finds it to conform to standards prescribed by HUD. Also enclosed is a suggested Resolution of your City Council authorizing and directing you to execute the Agreement.

The Cooperation Agreement is essentially the same as that executed three years ago. HUD has directed that certain statements be added to all cooperation agreements. Those additions are underlined in the draft and concern the following:

- Effectiveness depends on enactment of Federal legislation.
- Statutory requirements regarding program income.
- Acquisition and disposition of real property.
- Certification of compliance with equal opportunity requirements.

#### ALLOCATION AGREEMENT

During the last qualification period, each participating city executed Allocation Agreements with the County. Those Agreements established the mechanisms for allocation of CDBG funds within the urban county.

A draft of the proposed Allocation Agreement is enclosed. Also enclosed is a suggested resolution of your City Council authorizing the execution of the Agreement.

The proposed Allocation Agreement is virtually the same as that executed three years ago. The only proposed revision is an increase in the administrative set-aside, from five percent to six percent.

The original set-aside of five percent was established in relation to an initial grant of \$2.6 million. This produced approximately \$130,000. Federal budget reductions have resulted

in annual grants of approximately \$2.25 million. The proposed set-aside of six percent will produce \$135,000 for administration. The majority of the increase will be borne by the County based on the mechanics of past allocations.

Maintenance of adequate County administrative support is critical as the number of active projects has nearly tripled. In addition, specific areas of County responsibility, such as fair housing and labor standards, have required greater staff involvement than anticipated.

#### SCHEDULE

We have arranged to discuss the urban county qualification process with the Technical Advisory Committee (TAC) during this week.

The TAC is made up of city and County staff representatives. The materials will also be referred to the Policy Advisory Committee (PAC) for review and comment. The PAC is made up of City Council representatives and is chaired by Supervisor Wilhoit. Following this review process, we will coordinate the placement of material on your City Council agenda with your staff.

Subsequent to the submittal of qualification documents, we anticipate that HUD will confirm our urban county status by January 1988. Entitlement allocation amounts may be announced as early as February 1988. The CDBG "Program Year" would begin on July 1, 1988. At that time actual project costs could be incurred.

#### DOCUMENTS

Following endorsement by your City Council, we would request that all executed documents be submitted to this office by October 23rd. This will allow for presentation to the Board of Supervisors and transmittal to HUD prior to November 9th. The County will have staff available to pick-up the required documents to meet this very restrictive schedule. The following materials are required:

- Three (3) originals of the Cooperation Agreement executed by the City Manager.
- One (1) certified Resolution of the City Council authorizing the City Manager to execute the Cooperation Agreement.
- Two (2) originals of the Allocation Agreement executed by the Mayor.

- One (1) certified Resolution of the City Council authorizing the Mayor to execute the Allocation Agreement.
- One (1) certified Resolution of the City Council deferring metropolitan city status accompanied by a letter of transmittal from the City Manager to the Secretary of HUD.

Please contact Richard Laiblin, of my staff, should you have any questions. Staff is available to meet with you and your City Council at your convenience.

Very truly yours,



DAVID D. ROWLANDS, JR.  
County Administrator

DDR:RJL:mk

Attachments

c: Board of Supervisors  
Policy Advisory Committee  
Technical Advisory Committee  
John Cheadle, County Counsel

(G CDBG3)

DRAFT

DRAFT

Mr. Samuel R. Pierce Jr., Secretary  
U.S. Department of Housing & Urban Development  
451 Washington D.C. 20410

Dear Secretary Pierce:

The City of Lodi hereby defers its classification as a metropolitan city under Title I of the Housing and Community Development Act of 1974, as amended.

Such deferment is evidenced by the resolution of the City Council of the City of Lodi transmitted herein, and is provided for by the Housing and Community Development Act.

In conjunction with such deferment, the City of Lodi has executed an Urban County Cooperation Agreement with the County of San Joaquin for Federal Fiscal Years 1988, 1989, and 1990.

Very truly yours,

City Manager  
City of Lodi

mk

BEFORE THE COUNCIL OF THE CITY OF LODI

DRAFT

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DEFERRING THE STATUS  
OF THE CITY OF LODI AS A METROPOLITAN  
CITY UNDER THE COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM

DRAFT

WHEREAS, the Housing and Community Development of 1974 as amended provides that the City of Lodi may elect to have its population included in a qualifying "urban county" for purposes of entitlement funding; and

WHEREAS, such election requires that the City of Lodi defer its classification as a "metropolitan city", and as such its standing as an independently entitled community, under the Community Development Block Grant Program; and

WHEREAS, it is agreed that the City of Lodi shall defer its classification as a "metropolitan city" only if a statutory provision authorizing deferral of "metropolitan city" status becomes enacted prior to the formal allocation of fiscal year 1988 CDBG funds, and

WHEREAS, by having its population included in an "urban county", the City of Lodi will receive entitlement funding jointly with the County of San Joaquin and other included cities;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lodi, as follows:

1. The City of Lodi hereby defers its classification as a "metropolitan city" under Title I of the Housing and Community Development Act of 1974, as amended.
2. Such deferment is subject to the qualification of an "urban

DRAFT

DRAFT

county" to be evidenced by the execution of cooperation agreements between the County of San Joaquin and its participating cities, which contain the requisite population, and the acceptance of those agreements by the Department of Housing and Urban Development.

3. Such deferment is coterminous with the qualification period of the cooperation agreement between the City of Lodi and the County of San Joaquin, that is, Federal fiscal years 1988, 1989, and 1990.
4. The City Manager is authorized and directed to submit this resolution as written notification to the Secretary of Housing and Urban Development of the deferment of "metropolitan city" status by the City of Lodi.

PASSED AND ADOPTED the \_\_\_\_\_ day of November 1987, by the following vote, to wit:

AYES:

NOES:

ABSENT:

---

Mayor  
City of Lodi

ATTEST:

---

ALICE M. REIMCHE, City Clerk  
City of Lodi

DRAFT

"URBAN COUNTY"

COOPERATION AGREEMENT

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 1984 1987, by and between the City of \_\_\_\_\_ Lodi \_\_\_\_\_, hereinafter referred to as "CITY" and the County of San Joaquin, hereinafter referred to as "COUNTY".

WITNESS:

WHEREAS, "CITY" is a duly constituted corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing;

WHEREAS, "COUNTY" is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing;

WHEREAS, Government Code Sections 6500, et seq., authorize two or more public agencies to jointly exercise any power common to both; and,

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal rules and regulations adopted pursuant thereto, whereby the parties shall jointly undertake community development and housing assistance activities. Such activities are to be financed in whole or in part by Community Development Block Grant (CDBG) funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

DRAFT

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended.
2. The parties agree that this Agreement shall become effective only if a statutory provision authorizing deferral of Metropolitan City status becomes enacted prior to the formal allocation of FY 1988 CDBG Funds.
3. The parties agree that:
  - A) Program Income
    1. Participating unit shall inform the County of any program income generated by the expenditure of CDBG Funds by the participating unit;
    2. Program income earned by participating unit shall be paid to the County or may be retained by the participating unit subject to requirements set forth in this Agreement;
      - a. Program income earned by the participating unit, and authorized to be retained by the participating unit may be used only for eligible activities in accordance with all CDBG requirements as may then apply;
      - b. Participating unit shall permit the County to monitor the use of program income by participating units, and shall maintain adequate records as may be deemed appropriate by the County for reporting

and monitoring purposes;

c. Participating unit shall upon close-out or change in status return all program income on hand and received subsequent to close-out or change in status to the County of San Joaquin.

B) Real Property Acquisition and Disposition

1. Participating unit shall notify the County of any modification or change in the use of real property from that planned at the time of acquisition or improvement including disposition;

2. Participating unit shall reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations; and

3. Participating unit agrees that any program income generated by the disposition or transfer of property prior to the closeout or change in status shall be subject to the provisions of Section 3 of this Agreement.

2. 4. As the primary general-purpose local government unit under the Housing and Community Development Act of 1974, as amended, it shall be the responsibility of "COUNTY" to apply for grants, to administer all funds received, and to undertake or assist in undertaking essential community development and housing assistance activities.

DRAFT

- A) "COUNTY" shall maintain records in accordance with applicable statutes and regulations and with approved accounting procedures, and said records shall be available for public inspection at all times.
- B) "COUNTY" and "CITY" shall take all required actions necessary to comply with:
1. Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws, and
  2. Provisions of the National Environmental Policy Act of 1969.
3. 5. The terms of this Agreement shall apply to activities which will be funded from annual CDBG allocations from Federal Fiscal Years ~~1985, 1986, and 1987.~~ 1988, 1989, and 1990.
- A) Any notice of intent to terminate or withdraw from this Agreement by either of the parties hereto shall have no effect until September 30, ~~1987~~ 1990, the end of the three year urban county qualification period and such additional time as maybe required for the expenditure of funds granted to the County for such period.
- B) The terms of this Agreement shall apply to activities authorized from the subject Fiscal Year allocations but which may be implemented, in whole or in part, subsequent to September 30, ~~1987~~ 1990.

1001

IN WITNESS WHEREOF, the parties have executed the above instru-  
ment on the day and year first above written.

"COUNTY"

"CITY"

By: \_\_\_\_\_  
DAVID D. ROWLANDS, JR.  
County Administrator

By: \_\_\_\_\_  
\_\_\_\_\_, City Manager  
City of \_\_\_\_\_ Lodi \_\_\_\_\_

ATTEST: JORETTA J. HAYDE  
Clerk of the Board of Super-  
visors of the County of San  
Joaquin, State of California

ATTEST:  
City Clerk  
City of \_\_\_\_\_ Lodi \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHN F. CHEADLE  
COUNTY COUNSEL

By: \_\_\_\_\_  
SANDRA MICHAEL AFFONSO  
Deputy County Counsel

DRAFT

Before the Council of the City of  
Resolution No.  
Resolution Authorizing Execution of Urban County  
Cooperation Agreement

Where as, it is mutually desired by the City of  
and the County of San Joaquin that they enter into a Cooperation  
Agreement in accordance with the Housing and Community Development and  
Community Development Act of 1974, as amended, in order to jointly  
undertake Community Development and Housing Assistance Activities.

Now, therefore, be it resolved that the Council or the City of  
Approves and Authorizes and Directs the City Manager to  
execute the Urban County Cooperation Agreement with the County of San  
Joaquin for Federal Fiscal Years 1988, 1989, and 1990.

Passed and Adopted this                    day of October, 1987, by the  
following vote, to wit:

AYES:            Councilmembers:  
NOES:            Councilmembers:  
ABSENT:

ATTEST: \_\_\_\_\_ City of \_\_\_\_\_, Mayor  
CITY OF \_\_\_\_\_

DRAFT

"URBAN COUNTY"  
ALLOCATION AGREEMENT

DRAFT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ ~~1984~~ 1987,  
by and between the City of \_\_\_\_\_, hereinafter referred to  
as "City" and the County of San Joaquin, hereinafter referred to as  
"County".

WITNESS:

WHEREAS, the Housing and Community Development ~~Technical~~  
~~Amendments Act of 1984~~ 1974 as amended, may provide that the City of  
Lodi may defer its independent entitlement status ~~under the Housing~~  
~~and Community Development Act of 1984, as amended;~~ and

WHEREAS, such deferment by the City of Lodi will provide for  
joint entitlement funding for the parties hereto as well as other  
cities within San Joaquin County participating in an "urban county";  
and

WHEREAS, it is mutually desired by the parties hereto that the  
City of Lodi not realize any decrease in funding due to exercising  
such deferment; and

WHEREAS, it is mutually desired by the parties hereto that  
funding received by the "urban county" be shared equitably; and

WHEREAS, it shall be the responsibility of "County" to apply for  
grants available to the "urban county" under Title I of the Housing  
and Community Development Act of 1974, as amended.

NOW, THEREFORE, BE IT RESOLVED that the parties hereto do agree  
as follows:

1. The City of Lodi shall receive, from each annual "urban  
county" grant allocation, an amount which is no less than

DRAFT

which it would have received had it maintained its "metropolitan city" status.

2. The computation of such amount is available from and shall be verified with the Economic Market Analysis Division of the Department of Housing and Urban Development (HUD).
3. The allocation to each participating "urban county" jurisdiction shall be an amount that bears the same ratio to the net urban county allocation as the average of the statistical ratios between each jurisdiction and all participating jurisdictions in relation to: Population; Extent of Poverty; Extent of Housing Overcrowding; and Age of Housing. In determining the average of ratios, the ratios involving Extent of Poverty and Age of Housing shall be counted twice, and each of the other ratios shall be counted once. Definitions shall be those contained in the Housing and Community Development Act of 1974, as amended.
4. Allocation by such ratios notwithstanding and contingent upon receipt of adequate funds from HUD, each participating jurisdiction shall receive a minimum annual allocation of \$75,000, with any funding differential to be provided from the allocation to "County".
5. Prior to the allocation by ratios, an amount for general administrative expenses of "County", such amount not to exceed five six percent of the funds allocated to the "urban county", shall be set aside.
6. Activities proposed by "City" insofar as they are consistent with applicable statutes and regulations, shall be processed

DRAFT

for inclusion by "County" in the Final Statement of  
Community Development Objectives.

IN WITNESS WHEREOF, the parties have executed the above instru-  
ment on the day and year first above written.

"COUNTY"

"CITY"

By: \_\_\_\_\_  
GEORGE L. BARBER, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of \_\_\_\_\_

ATTEST: JORETTA J. HAYDE  
Clerk of the Board of Super-  
visors of the County of San  
Joaquin, State of California

ATTEST:  
\_\_\_\_\_  
City Clerk  
City of \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Deputy Clerk

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHN F. CHEADLE  
County Counsel

By: \_\_\_\_\_  
SANDRA MICHAEL AFFONSO  
Deputy County Counsel

DRAFT

BEFORE THE COUNCIL OF THE CITY OF \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF URBAN COUNTY  
ALLOCATION AGREEMENT

WHEREAS, it is mutually desired by the City of \_\_\_\_\_  
and the County of San Joaquin that they enter into an agreement  
regarding the distribution of funds potentially available to an urban  
county within San Joaquin County under the Housing and Community  
Development Act of 1974, as amended.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of  
\_\_\_\_\_ approves and authorizes the Mayor to execute  
the Urban County Allocation Agreement with the County of San Joaquin.

PASSED AND ADOPTED this \_\_\_\_\_ day of November, 1984, by  
the following vote, to wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_, Mayor

City of \_\_\_\_\_

ATTEST:

\_\_\_\_\_, City Clerk

City of \_\_\_\_\_

**D**ue to the deregulation of the trucking industry in 1980, there are now over ¼ million more big trucks on the nation's highways than six years ago. More than one out of every five fatal accidents involves a large truck and a private passenger automobile. All drivers need to be made more aware that those big rigs barreling down the highways behind you are potential killers.

Of the 4,500 people who die each year in crashes involving big trucks, most victims are automobile occupants. According to the Insurance Institute for Highway Safety (IIHS), in fatal accidents between cars and big trucks, the car occupant is **35 times** more likely than the trucker to be killed.

People in smaller cars are at the greatest risk. On the average, an occupant of a sub-compact is 52 times more likely than a truck occupant to die in a fatal car-truck crash. This statistic is particularly alarming since the trend in car purchases is toward smaller, more fuel-efficient models. By contrast, some rigs weigh 80,000 pounds or more when fully loaded and take greater distances to stop, pass, turn and accelerate. When cars and trucks collide, it's almost always the people in the cars who suffer most.

Running into a truck is like running into a bridge abutment as there is no crushable structure to absorb the crash energy. There are additional problems as well. When a car hits the rear-end of the truck, the result can be particularly deadly. It's called underride whereby the car slides into and under the rear of the truck's trailer. Underride occurs in more than 90% of the cases where cars strike the rears of tractor-trailers.

A particularly dangerous procedure used by some truck drivers is the disconnecting of the front brakes on three-axle trailers. It is their misguided belief that it will help avoid jackknifing in quick stops. Safety experts debunk this myth, saying there is no real evidence to justify the practice and, instead of avoiding serious accidents, the lack of front brakes could actually precipitate a crash.

All too often, trucks have less than half the stopping capacity of cars, according to safety experts. The braking disparity alone means that when the driver of a car brakes in an emergency, he or she stands a frightening chance that the big rig behind won't be able to stop and may instead smash into or run over the car and the people inside it.

There are some things you can do to lessen the chance of colliding with or being rear-ended by big trucks.

1. When following, maintain proper distance between your vehicle and the truck ahead.
2. When being followed, try to keep well ahead of the "big truck." If the truck keeps closing the gap, allow it to pass at the first safe opportunity.
3. Flashing your taillights or a light tap on your brake pedal, while maintaining speed, to light your stop lights may cause the vehicle following you to back off.
4. When descending steep hills, be alert for big trucks following you. Most states require big rigs to stay in the right-hand lane. When there are two or more lanes for your direction of travel, stay out of the right-hand lane, if possible.

We recognize that a majority of truck drivers and the associations they represent strive to assure that vehicle safety and maintenance receive utmost attention. However, since the Federal trucking deregulation and its resulting substantial increase in large trucks on the roads, the dangers are even more apparent.

It's not Unigard's intention to unduly alarm you while driving on the nation's highways, but rather to make you an even more **defensive** driver and more alert to the potential dangers you may encounter along the way.

*Increase in Big Truck Accidents  
Signals Alarm to All Motorists*

# **Danger on the Highways**

Presented in the Public's Interest by:

 **Unigard Security Insurance Company**

Corporate Headquarters: Seattle, Washington

*A Member of The John Hancock Companies*

