

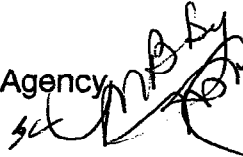
**COUNTY OF SAN MATEO
HUMAN SERVICES AGENCY
OFFICE OF HOUSING**

Date: October 30, 2001

Hearing Date: December 4, 2001

TO: Honorable Board of Supervisors

FROM: Maureen Borland, Director, Human Services Agency
Steve Cervantes, Director, Office of Housing



RE: RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO AGREEMENT WITH CITY OF MENLO PARK HOUSING AND REDEVELOPMENT DEPARTMENT FOR A REHABILITATION LOAN PROGRAM

RECOMMENDATION

Adopt a Resolution authorizing execution of an Amendment to Agreement with the City of Menlo Park Housing and Redevelopment Department for a Housing Rehabilitation Loan Program.

Background

This project was previously approved on August 21, 2001, Resolution No. 64712 by the Board of Supervisors for inclusion as per the CDBG Action Plan for Fiscal Year 2001/02.

The City of Menlo Park Housing and Redevelopment Department has annually requested funds for a low interest housing rehabilitation program under a cooperation agreement initiated and approved on July 13, 1993. Funds for this program are comprised of new FY CDBG funds if approved, any carry-over funds from prior FY, and actual program income derived from previous loans.

Discussion

This Amendment to Agreement is for the purpose of clarifying that specific funds may be used under the terms of the Agreement for use regarding reimbursement of program administrative costs.

The last two paragraphs of the top portion of Exhibit B, Method and Rate of Payment to Contractor presently reads as follows:

Maximum reimbursement to Contractor shall not exceed \$120,000 of new CDBG funds, plus FY 01-02 actual Program Income, and FY 00-01 carry-over funds of approximately \$240,000.

Reimbursement shall not include allocation for any funds designated or specific to administrative costs for program.

The Amended Exhibit B section, same paragraphs, shall now read:

Maximum reimbursement to Contractor shall not exceed \$120,000 of new CDBG funds, plus FY 01-02 actual Program Income, and FY 00-01 carry-over funds of approximately \$240,000.

New CDBG funds for FY 01-02 of \$120,000 shall be used specifically and exclusively for rehabilitation of structures, and none of these new CDBG funds for FY 01-02 shall be used for reimbursement of Program administrative costs. However, FY 00-01 carry-over funds and funds from current Program Income may be used to reimburse Contractor for Program administrative costs.

Fiscal Impact

This project is included in the current Office of Housing Budget. The total County obligation under this Agreement is the sum of \$120,000 which is being provided by the CDBG Program, FY 00-01 carry-over funds of approximately \$240,000 and actual FY 01-02 Program Income funds to be determined. There are no General Funds used in this project.

[LDJohnson, HCD Specialist III, Ext 5002]

C:_LDJdocs\Menlo Park\01-02\BofS-rpt.amend.wpd

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

* * * * *

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO
AGREEMENT WITH CITY OF MENLO PARK HOUSING & REDEVELOPMENT
DEPARTMENT FOR A HOUSING REHABILITATION LOAN PROGRAM**

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

WHEREAS, the Housing and Community Development Act of 1974, Public Law 93-383, enacted August 22, 1974, and the Housing and Community Development Act of 1977, Public Law 95-128, enacted October 12, 1977, both provide for the distribution of federal funds through the process of Community Development Block Grants to eligible public entities; and

WHEREAS, a Cooperation Agreement by and between City of Menlo Park, (Contractor) and County of San Mateo, (County) establishing the formal relationship to cooperate and co-participate, as specifically authorized under the provisions of Government Code Sections 6502 and 26227, was entered into by County and Contractor on July 13, 1993; and

WHEREAS, the County and the Contractor entered into an Agreement dated August 21, 2001, which Agreement was approved by the Board of Supervisors Resolution No. 64712; and

WHEREAS, County and Contractor desire to amend the Agreement; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance, an Amendment to the Agreement between the County and the Contractor, 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; and

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

* * * * *

AMENDMENT TO
AGREEMENT BETWEEN
COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY
OFFICE OF HOUSING)
AND
CITY OF MENLO PARK
HOUSING & REDEVELOPMENT DEPARTMENT
FOR A HOUSING REHABILITATION LOAN PROGRAM



Agency Contact Person:
LDJohnson
HCD Specialist III
802-5002

**AMENDMENT TO AGREEMENT BETWEEN COUNTY OF SAN MATEO
(HUMAN SERVICES AGENCY OFFICE OF HOUSING)
AND
CITY OF MENLO PARK HOUSING & REDEVELOPMENT DEPARTMENT
FOR A HOUSING REHABILITATION LOAN PROGRAM**

THIS AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County", and CITY OF MENLO PARK, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, County and Contractor entered into an Agreement dated August 21, 2001, which Agreement was approved by the Board of Supervisors Resolution No. 64712 (the Agreement); and

WHEREAS, County and Contractor desire to amend the Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

Before amendment, the Agreement, Exhibit B, Method And Rate Of Payment To Contractor, read in it's entirety:

Payment by County to Contractor shall be made on a reimbursement basis upon claims for reimbursement of rehabilitation loans made by the Contractor being submitted by Contractor to County Office of Housing.. Contractor requests for reimbursement shall be made by the 21st of the month following disbursement and according to County office of Housing procedures. Program income and carry-over funds received by the Contractor shall be disbursed for activities described in Exhibit A, Project Description, of this Agreement, prior to application for reimbursement from new FY 01-02 funds.

Maximum reimbursement to Contractor shall not exceed \$120,000 of new CDBG funds, plus FY 01-02 actual program income, and FY 00-01 carry-over funds of approximately \$240,000.

Reimbursement shall not include allocation for any funds designated or specific to administrative costs for program.

After amendment; the Agreement, Exhibit B, Method And Rate Of Payment To Contractor, now reads in it's entirety:

Payment by County to Contractor shall be made on a reimbursement basis upon claims for reimbursement of rehabilitation loans made by the Contractor being submitted by Contractor to County Office of Housing. Contractor requests for

reimbursement shall be made by the 21st of the month following disbursement and according to County Office of Housing procedures. Program income and carry-over funds received by the Contractor shall be disbursed for activities described in Exhibit A, Project Description, of this Agreement, prior to application for reimbursement from new FY 01-02 funds.

Maximum reimbursement to Contractor shall not exceed \$120,000 of new CDBG funds, plus FY 01-02 actual program income, and FY 00-01 carry-over funds (of approximately \$240,000).

New CDBG funds for FY 01-02 of \$120,000 shall be used specifically and exclusively for rehabilitation of structures, and none of these new CDBG funds for FY 01-02 shall be used for reimbursement of Program administrative costs. However, FY 00-01 carry-over funds and funds from current Program income may be used to reimburse Contractor for Program administrative costs.

All other terms and conditions of the abovesaid agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Michael D. Nevin, President
Board of Supervisors

Date: _____

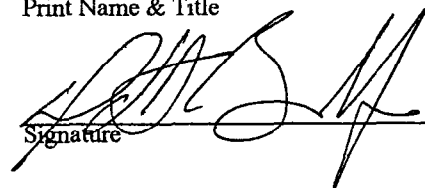
Attest:

Clerk of Said Board

Date: _____

CITY OF MENLO PARK HOUSING & REDEVELOPMENT

By: David Boesch, City Manager
Print Name & Title


Signature

Date: 10-23-01

Tax ID #: 94-6000370