

**FIRST AMENDMENT TO THE 2001-2002 FISCAL AGENT AGREEMENT
BETWEEN THE REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN FRANCISCO
AND THE COUNTY OF SAN MATEO
FOR FUNDS UNDER THE
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM**

This First Amendment ("Amendment") to the Fiscal Agreement is made and entered into as of _____, by and between the Redevelopment Agency of the City and County of San Francisco ("Redevelopment Agency") and the County of San Mateo ("Contractor").

RECITALS

A. On June 26, 2001, the Agency approved a 2001-2002 Housing Opportunities for Persons With AIDS ("HOPWA") Fiscal Agent Agreement with the County of San Mateo in an amount not to exceed \$731,100 for the Agreement term ending June 30, 2002.

B. As Lead Administrator of the San Francisco Eligible Metropolitan Statistical Area ("EMSA") HOPWA funds, the Agency has assessed the cumulative undisbursed HOPWA fund balance for the EMSA and calculated the proportional shares entitled to San Francisco, Marin, and San Mateo Counties based on the reported number of people living with AIDS in each county; consequently, the Agency is reallocating \$81,860 to the County of San Mateo. These funds must be spent by the end of Fiscal Agent Agreement term of June 30, 2002; however, any funds remaining from this \$81,860 by end of the Agreement term will be rolled over into the HOPWA Fiscal Agent Agreement with the County of San Mateo for Fiscal Year 2002-2003.

C. The HOPWA funds to be allocated to the County of San Mateo are for eligible expenses, including tenant-based rental assistance, supportive services, and administrative costs, pursuant to the HOPWA program regulations at 24 CFR Part 574 et seq.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The County of San Mateo shall provide for the delivery of services to low-income individuals and households with HIV/AIDS, as set forth in Exhibit A, by this reference made a part hereof.
2. The Redevelopment Agency, pursuant to the HOPWA allocation as approved by HUD, has allocated to the County of San Mateo the following funds: \$731,100 for the initial Agreement allocation and \$81,860 of reallocated undisbursed EMSA funds; for the sum of \$812,960 in 2001-2002 Fiscal Year funds and in reallocated funds from prior years ("Total Aggregate Amount") to be expended as described in this Amendment. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded and the

Redevelopment Agency shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B, attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by the Redevelopment Agency.

3. The term of this Amendment begins on May 14, 2002 and ends on the thirtieth day of June 2002.

4. All subcontracts for services to be provided pursuant to this Amendment will be submitted to the Redevelopment Agency by June 30, 2002. Failure to comply may result in disallowance of funds requested at the sole discretion of the Redevelopment Agency.

5. The Redevelopment Agency shall not reimburse for, and the County of San Mateo shall not request reimbursement for, services provided prior to this Amendment that were not subject to executed subcontracts.

6. The County of San Mateo shall submit all claims for reimbursement under this Amendment within sixty (60) days after the ending of the Agreement. All claims submitted after sixty (60) days following the ending date of the Agreement may not be approved for reimbursement by the Redevelopment Agency. Any "obligations incurred" included in claims for reimbursement and paid by the Redevelopment Agency which remain unpaid by the County of San Mateo after sixty (60) days following the ending date of the Agreement will be disallowed under audit by the Redevelopment Agency.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above.

REDEVELOPMENT AGENCY OF
THE CITY AND COUNTY
OF SAN FRANCISCO

COUNTY OF SAN MATEO

By _____
Ayisha Benham
Deputy Executive Director, Finance
and Administration

By _____
President, Board of Supervisors

Date

Date

APPROVED AS TO FORM:

CLERK OF THE BOARD OF
SUPERVISORS AND COUNTY
ADMINISTRATOR

By _____
Bertha A. Ontiveros
Agency General Counsel

By _____

Date

Date

EXHIBIT A

**SAN MATEO COUNTY – HOPWA ENTITLEMENT PROGRAM
SCOPE OF WORK/ACTIVITIES
July 1, 2001 – June 30, 2002**

San Mateo County will provide the following services with funds under this amended Agreement, and the budget for providing these services shall be as follows:

		2001-2002	
	<u>Service</u>	<u>Budget Amount</u>	<u>Amendment</u>
a.	Short Term Rent & Mortgage Asst.	\$242,900	\$74,210
b.	Supportive Services	420,000	
c.	Project Sponsor Admin. Expense	46,300	5,195
d.	Sub-Grantee Admin. Expenses	<u>21,900</u>	<u>2,455</u>
	Subtotal:	\$731,100	\$81,860
	TOTAL:	\$812,960	

No HOPWA funds will be spent by County of San Mateo for general administration or other expenses except as provided under this budget.

EXHIBIT B

TERMS AND CONDITIONS FOR PAYMENT

1. The County of San Mateo shall provide the Redevelopment Agency an invoice for the fourth quarter of this Agreement no later than sixty (60) days after the end of the Agreement term of June 30, 2002, using an invoice format acceptable to the Redevelopment Agency.