

**FIRST AMENDMENT TO THE 2002-2003 FISCAL AGENT AGREEMENT
BETWEEN THE REDEVELOPMENT AGENCY OF CITY AND COUNTY
OF SAN MATEO 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, a public body, corporate and politic ("Agency") and the County of San Mateo, ("Contractor"), a public body, corporate and politic.

RECITALS

A. On June 18, 2002, the Agency approved a 2002-2003 Housing Opportunities for Persons With AIDS ("HOPWA") Fiscal Agent Agreement with the County of San Mateo in an amount not to exceed \$755,000 for a term ending on June 30, 2003 (the "Agreement").

B. As lead administrator of the San Francisco Eligible Metropolitan Statistical Area ("EMSA") HOPWA funds for Marin, San Mateo, and San Francisco counties over the past two years, the Agency has assisted each county to disburse all HOPWA funds to meet the needs of persons with AIDS in a timely manner. In November 2001, the Agency reallocated all remaining unspent EMSA funds to each county. Included in the reallocation was an amount of up to \$300,000 held in reserves by the EMSA administrator for each county's rental subsidy program.

C. In April 2002, the San Mateo AIDS Office, administrator of the County of San Mateo's HOPWA allocation, requested to use \$297,000, previously held for reserves for the rental subsidy program, to acquire two HOPWA-designated units in a capital project.

D. Agency staff have determined that the Contractor's request to use its reserve funds to acquire two HOPWA-designated units in a new, 25 unit construction project sponsored by the San Mateo Mental Health Association, a non-profit with extensive supportive housing experience for persons with special needs, is in compliance with HOPWA guidelines for eligible use and capital development pursuant to the HOPWA program regulations under 24 CFR Part 574 et seq.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Contractor shall provide for the acquisition of two HOPWA-designated units in a new construction project sponsored by the San Mateo Mental Health Association.
2. The Agency, pursuant to the HOPWA allocation as approved by HUD, has allocated to the Contractor an additional \$297,000 to be used for a capital project resulting in an increase in the total aggregate amount of \$1,052,000. These capital funds will be available to the Contractor

until June 30, 2005. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded and the 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 of the HOPWA 2002-2003 Fiscal Agent Agreement. Sums not so paid shall be retained by the Agency.

3. The term of this Amendment begins on December 1, 2002 and ends on the thirtieth day of June 2003. Any capital funds remaining at the end of this Agreement will be available for use by the Contractor until June 30, 2005 and will be rolled over to the FY 2003-2004 Fiscal Agent Agreement.

4. All subcontracts for services to be provided pursuant to this Amendment will be submitted to the Agency by June 30, 2003. Failure to comply may result in disallowance of funds requested at the sole discretion of the Redevelopment Agency.

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

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