

**2003-2004 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 Fiscal Agent Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, by and between the Redevelopment Agency of the City and County of San Francisco ("Redevelopment Agency"), a public body, corporate and politic, and the County of San Mateo ("Contractor").

**RECITALS**

A. The National Affordable Housing Act (Public Law 101-625, approved November 28, 1990, hereinafter referred to as the "Act") authorized the Housing Opportunities for Persons With AIDS program ("HOPWA") to provide states and localities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of persons with Acquired Immune Deficiency Syndrome ("AIDS") and related diseases; and,

B. The Act authorized entitlement grants under the HOPWA program for the San Francisco Eligible Metropolitan Statistical Area ("EMSA"); and,

C. Marin, San Francisco, and San Mateo Counties comprise the San Francisco EMSA; and,

D. The Community Development Block Grant communities in the San Francisco EMSA were required to designate a single unit of general local government to administer the HOPWA program on behalf of the EMSA, and the City and County of San Francisco was so designated; and,

E. The Mayor's Office of the City and County of San Francisco designated the Redevelopment Agency of the City and County of San Francisco ("Redevelopment Agency") as the lead agency of the EMSA; and,

F. The Mayor's Office of Community Development submitted the Citywide Consolidated Plan to Housing and Urban Development ("HUD"), which included the requests for entitlement grants under HOPWA funding (in collaboration with Marin and San Mateo Counties) on May 15, 2003.

**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 sum of \$670,000 in 2003-2004 fiscal year funds to be expended as described in this Agreement. 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 with the exception of any remaining capital funds, previously approved on November 26, 2002 through a HOPWA First Amendment for \$297,000 in capital funds to be available until June 30, 2005.
3. The term of this Agreement begins on the first day of July 2003 and ends on the day of June 2004.
4. All subcontracts for services to be provided pursuant to this Agreement will be submitted to the Redevelopment Agency by September 30, 2003. 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 Agreement that were not subject to executed subcontracts.
6. The County of San Mateo shall maintain on a current basis complete records, including books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks, and related documents and records to assure proper accounting of funds and performance of this Agreement in accordance with instructions provided and to be provided by the Redevelopment Agency. Said instructions may include requirements as to the length of time such records are to be retained. County of San Mateo will cooperate with the Redevelopment Agency in the preparation of, and will furnish any and all information required for reports to be prepared by the Redevelopment Agency as may be required by the rules, regulations, or requirements of the Redevelopment Agency or of any other governmental entity. To the extent permitted by law, the Redevelopment Agency will also permit access to all books, accounts, or records of any kind to the County of San Mateo or to any other governmental entity for purposes of audit or investigation, in order to ascertain compliance with the provisions of this Agreement.
7. County of San Mateo shall maintain, at all times during the term of this Agreement, the insurance and bonding described in Exhibit C to this Agreement, and shall comply with all requirements set forth in that Exhibit.

8. County of San Mateo shall indemnify the Redevelopment Agency, its officers, and employees, against any and all liability for injury or damage caused by any act or omission of County of San Mateo or any of County of San Mateo's employees or volunteers in the performance of this Agreement, and County of San Mateo shall hold the Redevelopment Agency harmless from any and all loss occasioned in the performance of, or otherwise arising out of, this Agreement, except those arising by reason of willful misconduct or gross negligence of the Redevelopment Agency, its officers, employees, or agents.

9. The Redevelopment Agency shall indemnify the County of San Mateo, its officers, and employees, against any and all liability for injury or damage caused by any act or omission of Redevelopment Agency or any of the Redevelopment Agency's employees or volunteers in the performance of this Agreement, and the Redevelopment Agency shall hold the County of San Mateo harmless from any and all loss occasioned in the performance of, or otherwise arising out of, this Agreement, except those arising by reason of the willful misconduct or gross negligence of the County of San Mateo, its officers, employees, or agents.

10. County of San Mateo shall not claim reimbursement from the Redevelopment Agency for or apply sums received from the Redevelopment Agency with respect to that portion of its obligations which has been paid by another source of revenue.

11. None of the work to be performed by County of San Mateo shall be subcontracted without the prior written consent of the Redevelopment Agency. County of San Mateo shall be as fully responsible to the Redevelopment Agency for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as County of San Mateo is for the acts and omissions of persons directly employed by it. County of San Mateo shall not transfer any interest in this Agreement (whether by assignment or novation) without the prior written approval of the Redevelopment Agency. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this paragraph shall confer no rights, and shall be void and shall be deemed a default.

12. Neither the County of San Mateo nor any of its employees shall by virtue of this Agreement be an employee of the Redevelopment Agency for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of the Redevelopment Agency employees. County of San Mateo shall be deemed at all times an independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. County of San Mateo assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

13. County of San Mateo agrees to maintain the confidentiality of any information that may be obtained with this work. The Redevelopment Agency shall respect the confidentiality of information furnished by County of San Mateo to the Redevelopment Agency.

14. If, through any cause, County of San Mateo shall fail to fulfill in timely and proper manners its obligations under this Agreement, or if County of San Mateo shall violate any of the covenants, agreements, or stipulations of this Agreement, the Redevelopment Agency shall thereupon have the right to terminate this Agreement by giving written notice to County of San Mateo of such termination and specifying the effective date of such termination. Without prejudice to the foregoing, County of San Mateo agrees that if prior to the termination or expiration of this Agreement, upon any final or interim audit by the Redevelopment Agency, that County of San Mateo shall forthwith bring itself into compliance and shall pay to the Redevelopment Agency forthwith whatever sums are so disclosed to be due to the Redevelopment Agency (or shall, at the Redevelopment Agency's election, permit the Redevelopment Agency to deduct such sums from whatever amounts remain undisbursed by the Redevelopment Agency to County of San Mateo pursuant to this Agreement); if this Agreement shall have terminated or expired, and it shall be disclosed upon such audit, or otherwise, that such failure shall have occurred, the County of San Mateo shall pay to the Redevelopment Agency forthwith whatever sums are so disclosed to, or determined by, the Redevelopment Agency to be due to the Redevelopment Agency, or shall, at the Redevelopment Agency's election, permit the Redevelopment Agency to deduct such sums from whatever amounts remain undistributed by the Redevelopment Agency to County of San Mateo. In any agreement between the Redevelopment Agency and County of San Mateo, the Redevelopment Agency shall have the right to terminate this Agreement with cause at any time upon giving at least thirty (30) days written notice prior to the effective date of such termination.

15. County of San Mateo shall comply with all applicable laws, regulations and codes of Federal, State and local governments in performing any of the work covered by this Agreement.

16. County of San Mateo shall retain any property acquired with funds under this Agreement as long as there is a need for the property to accomplish the purpose of the program whether or not the program continues to be supported by the Redevelopment Agency/HOPWA funds. For disposition of property having a useful life of more than one year and an acquisition cost of \$500 or more per unit, County of San Mateo shall request disposition instructions from the Redevelopment Agency. All personal property acquired with funds pursuant to this Agreement shall be acquired in compliance with Office of Management and Budget Circular A-110, Attachment A - Property Standards.

17. The Redevelopment Agency has assigned the Assistant Deputy Executive Director of the Housing Division ("Director") as the officer in charge with respect to the performance of this Agreement. If any adjustment in line items in the budget, which is part of Exhibit A of this Agreement, is requested by the County of San Mateo, such adjustment may be made upon receipt by County of San Mateo of the written approval of the Director. Such budget adjustment shall not alter (1) the basic scope of services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

18. County of San Mateo agrees that in the event HUD or any other federal agency orders the return of funds granted to the EMSA under the HOPWA program, County of San Mateo will return to the EMSA such funds as are required to comply with the directive from HUD or other federal agency.

19. County of San Mateo shall identify funding priorities, select project sponsors to carry out eligible activities, prepare subcontracts with project sponsors, provide the Redevelopment Agency with information necessary for HUD to perform any required environmental review, operate the program in accordance with the requirements of the applicable HUD regulations, including, but not limited to, Circulars A-110, A-122, and A-133, conduct an ongoing assessment of the housing assistance and supportive services required by the participants of the program, assure the adequate provision of supportive services to the participants in the program, and comply with all regulations, requirements and procedures including recordkeeping and reports for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner, including but not limited to the HOPWA regulations at 24 C.F.R. Part 574.

20. County of San Mateo agrees that no person in the United States shall, on the grounds of race, color, religion, national origin or ancestry, gender identity, sex, marital or domestic partner status, disability (including AIDS or HIV status), age or sexual orientation, in the performance of this Agreement 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 funds made available to County of San Mateo by the Redevelopment Agency pursuant to this Agreement.

21. The County of San Mateo shall submit all claims for reimbursement under this Agreement within sixty (60) days after the ending date of the Agreement. All claims submitted after sixty (60) days following the ending date of this Agreement may not be approved for reimbursement by the Redevelopment Agency. Any "obligations incurred" included in claims for reimbursements 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.

22. This Agreement can be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement 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 \_\_\_\_\_  
James B. Morales  
Agency General Counsel

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT B**

### **TERMS AND CONDITIONS FOR PAYMENT**

1. The County of San Mateo shall provide to the Redevelopment Agency quarterly invoices for services provided pursuant to this Agreement, no later than forty-five (45) days after the end of each of the first three quarters. For the final quarter, the County of San Mateo shall provide an invoice no later than sixty (60) days after the end of the contract term. The invoices shall reflect the services provided during the preceding quarter, using an invoice format acceptable to the Redevelopment Agency.
2. The Redevelopment Agency shall remit payment to San Mateo County within fifteen (15) working days of receipt of each complete invoice

## EXHIBIT C

### INSURANCE REQUIREMENTS (With Professional Liability)

#### INSURANCE

- 1) For the entire term of this Agreement, including any extensions, Contractor shall procure and maintain insurance coverage against claims which may arise from or in connection with the Agreement for injuries to persons or damage to property by Contractor, its agents, representatives, employees or subcontractors, naming the Redevelopment Agency and the City as additional insureds as their interests may appear and meeting the requirements below.
- 2) Minimum Types of Insurance. Coverage shall be at least as broad as:
  - a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 01 96).
  - b) Insurance Services Office form number CA 00 01 11 93 covering Automobile Liability, code 1 any auto.
  - c) Workers' Compensation insurance and Employer's Liability insurance.
  - d) Professional Liability Insurance appropriate to the Contractor's profession covering all negligent acts, errors and omissions.
- 3) Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
  - b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - c) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

- d) Professional (errors and omissions) liability insurance appropriate to the profession of Contractor and its employees: \$1,000,000 per occurrence.
- 4) and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Redevelopment Agency. At the option of the Redevelopment Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Redevelopment Agency, the City and their officers, agents, employees and Commissioners; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- 5) The policies are to contain or be endorsed to contain the following provisions:
- a) General Liability and Automobile Liability Coverages.
    - i) The Redevelopment Agency, the City and their officers, agents, employees and Commissioners are to be covered as insureds as respects liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Redevelopment Agency, its Commissioners, officers, agents or employees.
    - ii) Contractor's insurance coverage shall be primary insurance as respects the Redevelopment Agency, the City and their officers, agents, employees and Commissioners. Any insurance or self-insurance maintained by the Redevelopment Agency, the City and their officers, agents, employees or Commissioners shall be excess of Contractor's insurance and shall not contribute with it.
    - iii) Any failure by Contractor to comply with reporting provisions of the policies shall not affect coverage provided to the Redevelopment Agency, the City and their officers, agents, employees or Commissioners.
    - iv) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - b) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Redevelopment Agency, the City and their officers, agents, employees and Commissioners for losses arising from work performed by Contractor for the Redevelopment Agency, the City and their officers, agents, employees and Commissioners.

- c) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Redevelopment Agency.
  
- 6) Acceptability. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
  
- 7) Verification of Coverage. Contractor shall furnish the Redevelopment Agency with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and may be on forms provided by the Redevelopment Agency. All certificates and endorsements are to be received and approved by the Redevelopment Agency before work commences. The Redevelopment Agency reserves the right to require complete, certified copies of all required insurance policies from time to time.