

ORIGINAL

HOUSING ASSISTANCE PAYMENT CONTRACT #V00052-PBV-001 AMENDMENT I

Project-Based Voucher Housing Assistance Payment

This Amendment I to that Housing Assistance Payment Contract #V00052-PBV-001 is made and entered into by and between the El Dorado County Public Housing Authority, a political subdivision of the State of California (hereinafter referred to as "PHA"), and Mercy Housing California XXI, a California Limited Partnership duly qualified to conduct business in the State of California, whose principal place of business is 1028A Housing Street, San Francisco, CA 94103, and whose Agent for Service of Process is CSC-Lawyers Incorporating Service (hereinafter referred to as "Owner"). Collectively, all entities shall be referred to hereinafter as "parties."

RECITALS

WHEREAS, the parties desire to coordinate their resources and actions toward the common goal of providing the "Section 8 Project-Based Assistance Program" housing assistance payments for eligible families in accordance with Housing Assistance Payment (HAP) Contract #V00052-PBV-001, dated July 29, 2005 with a term that commenced March 21, 2005; incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Part 1 of HAP Contract, Section D, "Term of HAP Contract,"** and **Part 2 of HAP Contract, Section 5 (a), "Rent to Owner; Housing Assistance Payment – Amount of Initial Rent to Owner;"** and

WHEREAS, the parties hereto have mutually agreed to add **Part 2 of HAP Contract, Section 26, "PHA Contract Administrator,"** and **Part 2 of HAP Contract, 27, "Insurance,"** and renumber **Part 2 of HAP Contract, Section 26, "Entire Agreement"** to accommodate the insertion of the two aforementioned Sections.

NOW THEREFORE, the parties do hereby agree that HAP Contract #V00052-PBV-001 shall be amended a first time as follows:

Part 1 of HAP Contract, Section D, "Term of HAP Contract" and Part 2 of HAP Contract, Section 5 (a), "Rent to Owner; Housing Assistance Payment – Amount of Initial Rent to Owner;" are amended in their entirety to read as follows:

D. TERM OF HAP CONTRACT

i. Beginning of Term

The term of the HAP Contract for any unit begins on the effective date of the HAP contract for that unit.

ii. Length of Term

- 1) Subject to paragraph D.ii.(2), the length of the term of the HAP contract for any unit is:

The term of the Contract begins on the effective date of the Contract and ends ten (10) years from that date; however, payments under the Contract are subject to the future availability of funding under the PHA's Annual Contribution Contract with Housing and Urban Development (HUD).

- 2) Notwithstanding paragraph D.ii.(1) the length of the term for the HAP contract for any unit may not be less than one year, nor more than fifteen years.
- 3) The parties may agree to enter into an extension at the time of the initial HAP contract term or any time before expiration of the contract, for an additional term of up to 15 years. A HAP contract extension may not exceed 15 years. A PHA may provide for multiple extensions; however in no circumstance may such extensions exceed 15 years, cumulatively. If PHA elects to extend the term, said extension must be exercised no more than 24 months prior to the expiration of the then-current extension.

Amendment I to HAP Contract #V00052-PBV-001 shall extend the initial term of the Contract for an additional 10 years with the option of additional extensions which do not exceed 15 years cumulatively. This Amendment I to HAP Contract V00052-PBV-001 shall cover the period of March 21, 2005 through March 20, 2025.

- 3) The length of the term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funds (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make housing assistance payments in accordance with the HAP contract.
- 4) If sufficient appropriated funds are not available, the PHA may terminate the HAP contract upon 60 days notice to owner.

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Part 2 of HAP Contract

5 RENT TO OWNER; HOUSING ASSISTANCE PAYMENT

a) Amount of Initial Rent to Owner: The initial rent to owner for each contract unit is stated in Exhibit A, which is attached and made a part of the HAP contract. The rates and the designated contract unit listed in Exhibit A are reflective of the rates and designated contract units at the time of the initial HAP Contract execution. As the rates may be adjusted up or down and contract unit designation may change, Exhibit A may not reflect the current rates and contract unit designation. Owner and PHA shall regularly update and maintain an accurate list of the rates and designated contract units.

Part 2 of HAP Contract, Section 26, "PHA Contract Administrator," is hereby added as follows:

26. PHA CONTRACT ADMINISTRATOR

Administrator: The PHA Officer or employee with responsibility for administering this Contract is Kristin Brinks, Program Manager II, or successor.

27. Insurance Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager (Risk Manager) and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
 - 1. If Contractor has no employees, they shall not be required to obtain Worker's Compensation and Employer's Liability insurance. Should, during the term of this Agreement, Contractor hire one or more employees who will provide any services related to this Agreement, Contractor shall immediately obtain full Workers' Compensation and Employers' Liability insurance and furnish County with certificate(s) for same.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event Contractor uses motor vehicles in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the Risk Manager as evidence that the above-required insurance is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the County of El Dorado Risk Management Department or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for

herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement for breach pursuant to the provisions contained herein this Agreement under the Article titled "Default, Termination, and Cancellation."

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer shall not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an "Additional Insured Endorsement" page, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
 - 1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
 - 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide both insurance and evidence of insurance to County that shall cover claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of County.
- P. Property insurance on real property covered under a standard "all Risk" policy. The policy shall insure for not less than ninety percent (90%) of the replacement value of the property.

Former Section 26 is hereby renumbered as Section 28 and shall read as follows:


28. ENTIRE AGREEMENT

The Agreement to Enter Into Housing Assistance Payments Contract and the HAP contract, including the exhibits, is the entire agreement between the PHA and the owner. No changes in

the HAP contract may be made except in writing signed by both the owner and the PHA.


Except as herein amended, all other parts and sections of that Contract #V00051-PBV-001 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Kristin Brinks,
Program Manager II
Health and Human Services Agency

Dated: 2/9/15

Requesting Department Head Concurrence:

By: 
Don Ashton, M.P.A.,
Director
Health and Human Services Agency

Dated: 2/9/15

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Housing Assistance Payment Contract #V00052-PBV-001 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Brian Veerkamp, Chair
Board of Supervisors
"PHA"
Acting as the governing board of the
El Dorado County Public Housing Authority


ATTEST:
James S. Mitrising,
Clerk of the Board of Supervisors

By: _____
Deputy Clerk


Dated: _____

-- CONTRACTOR --

MERCY HOUSING CALIFORNIA XXI
A CALIFORNIA LIMITED PARTNERSHIP

By: 
Stephan Daues
Vice President
"Owner"

Dated: 02/09/2015

By: 
Corporate Secretary

Dated: 02/10/15

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