

**HOUSING ASSISTANCE PAYMENT CONTRACT #5904 (formerly V00052-PBV-001)**  
**AMENDMENT II**

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**This Second Amendment** to that Housing Assistance Payment (HAP) Contract #5904 (formerly #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, California 94103, and whose Agent for Service of Process is CSC-Lawyers Incorporating Service "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 pursuant to HAP Agreement #V00052-PBV-001 (now referred to as Agreement #5904), dated July 29, 2005, and First Amendment to Agreement #5904, dated March 3, 2015, incorporated herein and made by reference a part hereof (hereinafter referred to as "HAP Contract");

**WHEREAS**, the parties hereto desire to amend the HAP Contract to extend the expiration date of March 20, 2025 for twenty (20) additional years, and include updated regulatory language, amending **HAP Contract, Section 1. Contract information, Subsection D, TERM OF HAP CONTRACT, ii. Length of Term;**

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this Second Amendment to that HAP Contract #5904;

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Owner mutually agree to amend the terms of the Agreement in this Second Amendment to HAP Contract #5904 on the following terms and conditions:

**1) Part 1, Section 1. Contract Information, Subsection D. TERM OF HAP CONTRACT, subsection ii. Length of Term** is amended in its entirety to read as follows:

**ii. Length of Term**

1.) Subject to paragraph D.ii.(2) Length of Term in the HAP Contract, the length of the initial term of the HAP contract for any unit is:

The term of the Contract begins on the effective date of the HAP Contract and ends twenty (20) 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 initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

3.) **Extension of Initial Term**

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

Pursuant to 24 Code of Federal Regulations (CFR) Section 983.205, no HAP Contract extensions may occur that will increase the initial HAP Contract beyond a 40-year term. **The term extension included in this Second Amendment to HAP Contract #5904 is the final term extension allowed.**


4.) **Requirement for sufficient appropriated funding**

a. The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

Except as herein amended, all other parts and sections of that Agreement #5904 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  \_\_\_\_\_  
Jennifer Rogers (Jan 21, 2025 14:51 PST)  
Jennifer Rogers  
Deputy Director, Community Services Division  
Health and Human Services Agency

Dated: 01/21/2025

**Requesting Department Head Concurrence:**

By:  \_\_\_\_\_  
Olivia Byron-Cooper (Jan 21, 2025 16:42 PST)  
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

Dated: 01/21/2025

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #5904 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

Attest:

Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy Clerk

Dated: \_\_\_\_\_

**-- MERCY HOUSING CALIFORNIA XXI --**

By: Melissa Clayton  
Melissa Clayton (Jan 21, 2025 15:36 MST)

Melissa Clayton  
Vice President  
"Owner"

Dated: 01/21/2025