

BOS No. 18-235
Cobblestone ID 1741

FIRST AMENDMENT

This First Amendment to Memorandum of Understanding No. 18-235/ID No. 1741 (“First Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Mercy New Hope, L.P.(“Mercy”), jointly referred to as “the Parties” herein.

WHEREAS, on or about October 23, 2018, the Parties entered into a Memorandum of Understanding (“MOU”); and

WHEREAS, the Parties would now like to amend the MOU to:

- 1. Revise **Section 14.** to update the name and direction for the service of notices; and
- 2. Add **Section 20.** to the MOU for amendment authority; and
- 3. Revise **Section C. of Exhibit 1** to update the unit set-asides and the homeless and disability requirements.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. **Section 14.** of the MOU is hereby amended to read as follows:

14. NOTICES

- a. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:
 Mercy New Hope, L.P.
 1360 Mission Street
 San Francisco, CA 94103
 Alvin Tuvilla, Regional Vice
 President/Resident Services

County:
 Yolo County Health and Human
 Services Agency
 137 N. Cottonwood Street
 Woodland, CA 95695
 Nolan Sullivan, Director

With a copy to:
 Mercy Housing
 Attn: Legal Department
 1600 Broadway, Suite 2000
 Denver, CO 80202

- b. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor:
atuvilla@mercyhousing.org

County:
 Contracts Unit: HHSAContracts@yolocounty.org
 Contract Administrator: Laura.Munoz@yolocounty.org

- c. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- d. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

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2. **Section 20.** is hereby added to the MOU to read as follows:

20. AMENDMENT AUTHORITY: This MOU may be amended only by written instrument signed by the Parties.

The Director of the Yolo County Health and Human Services Agency, or designee, may approve and execute non-financial amendments to this MOU, upon approval as to form by the County Counsel.

3. **Section C. of Exhibit 1** to the MOU is hereby amended to read as follows:

C. Rental Subsidy: Provider will refer participants for placement in these units from one of the three programs set forth above. Rental subsidies will typically last from three (3) months to one (1) full year with the expectation that the client will eventually take on full payment for the rental unit or move on to another unit freeing space up for new eligible families. Both programs are federally funded, passed through State funding streams and administered by the County. Each family’s case plan and subsidies will vary based on their own progress, employment status and other barriers.

Unit income restrictions and corresponding rents are set forth by each program listed in Section 4.B. These are designated as:

- 2- 1 Bedroom at 35% of Area Median Income (AMI) (Chronic Homeless*)
- 4- 2 Bedroom at 35% of AMI (Homeless)
- 6- 2 Bedroom at 40% of AMI (Homeless)

*Chronic Homeless is defined as: a person has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one (1) year or on at least four (4) separate occasions in the last three (3) years, where the cumulative total of the four (4) occasions is at least one (1) year. Stays in institutions of ninety (90) days or less will not constitute as a break in homelessness, but rather such stays are included in the cumulative total.

Each unit for families must be defined as homeless or chronically homeless (as broken down above) with a disability including substance abuse, HIV/AIDS, or mental illness as defined by the Multifamily Housing Program.

4. Except as specifically amended by this First Amendment, the MOU shall remain in full force and effect according to its terms.

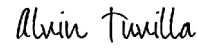
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IN WITNESS WHEREOF the Parties have executed this First Amendment as of the day and year last set forth below.

MERCY NEW HOPE, L.P.

DocuSigned by:

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Alvin Tuvilla, Vice President of
Mercy Housing California, as manager of
20 NORTH COTTONWOOD LLC and as
managing general partner of Mercy New
Hope, L.P.

Date: 8/28/2023

COUNTY OF YOLO

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:

D196B33D5DAB46E...
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: 
Hope P. Welton, Senior Deputy