

**FIRST AMENDMENT TO PERMANENT LOCAL HOUSING ALLOCATION
CONSORTIUM AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF CUPERTINO**

This is the First Amendment to the Consortium Agreement between the County of Santa Clara, a subdivision of the State of California (the “County”) and the City of Cupertino (the “City”), which was executed on December 22, 2021 (“Agreement”). The County and City are sometimes referred to herein individually as a “Party,” or collectively as the “Parties.”

WHEREAS, on December 22, 2021, the Parties executed an Agreement to be part of the Santa Clara County Permanent Local Housing Allocation (PLHA) Consortium for the purpose of receiving PLHA funds and undertaking affordable housing activities with the areas served by the PLHA Consortium.

WHEREAS, the Parties wish to amend the Agreement for the purpose of committing Nine Hundred Eight Thousand Six Hundred Eighty Three Dollars (\$908,683) in PLHA funds—of which Seven Hundred Fifty One Thousand Four Hundred and Forty Eight Dollars (\$751,448) are funded from the City of Cupertino's Calendar Year (CY) 2020-2023 funds and One Hundred Fifty Seven Thousand Two Hundred Thirty Five Dollars (\$157,235) are funded from the County of Santa Clara's CY 2020 PLHA funds—to the Mary Avenue Villas, a 40-unit affordable housing development for adults with developmental disabilities located at Mary Ave, Cupertino, California.

WHEREAS the Mary Avenue Villas project will consist of thirty-nine (39) units of affordable housing and one (1) unrestricted staff unit. All thirty-nine (39) unrestricted units are for individuals and families with developmental disabilities with income at or below 60% of Area Median Income (“AMI”).

WHEREAS, the Mary Avenue Villas PLHA commitment mean the County’s commitment for a predevelopment loan of \$908,683 in PLHA funds.

WHEREAS, the Mary Avenue Villas PLHA commitment shall commence on the date when the Loan Agreement is executed and shall continue until fifty-five (55) years from receipt of all Certificates of Occupancy or equivalent for the Project, even if the County Loan is paid in full or otherwise satisfied, or the Deed of Trust is reconveyed, prior to the end of the Term

NOW, THEREFORE, the Parties agree as follows:

- I. Section 13 of the Agreement, entitled “ELIGIBLE ACTIVITIES” shall be amended to read as follows:**

13. ELIGIBLE ACTIVITIES. The PLHA Consortium recognizes the creation and preservation of affordable housing in Santa Clara County as a high priority. The implementation of the programs will be determined by County upon consultation with the Consortium Cities and will depend upon the availability of funding to operate the program and the administrative capacity of County and/or subcontractor(s).

The following eligible activities under the PLHA program were selected by the City to address the lack of housing availability and affordability in Santa Clara County and are the focus of the Initial Term of the PLHA program administered by County:

Consortium Members agree to the following:

13.1 Cities may direct that all or a portion of their annual PLHA allocation be used for specific use(s) to benefit their respective city or pool their funds with other Consortium Funds to fund eligible uses countywide, provided that no one eligible use will utilize less than the lesser of the city's total allocation for that Fiscal Year, or \$100,000. As such the City of Cupertino directs that their annual PLHA allocation be used for the following specific use(s):

13.1.i Pursuant to section 301(a)(1) of the Guidelines, the predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households (pursuant to section 101(c)(1) and (3) as of the Guidelines), including necessary operating subsidies.

13.1.iii

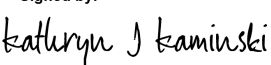
Cities may save or "bank" their annual allocation(s) for use in a future year for an eligible use within their city, up to a total of three years' allocation. If, after three years of banking its funds, the City has not identified eligible use(s) for the City's Funds; the County will work with the City to identify alternative eligible projects.

III. ENTIRE AGREEMENT. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. The Agreement, as amended by this First Amendment, constitutes the entire Agreement of the Parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations, and understandings concerning such subject matter.

IV. CONTRACT EXECUTION. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

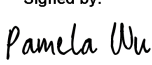
COUNTY OF SANTA CLARA

Signed by:

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Kathryn Kaminski
Acting Director

Date 12/30/2024

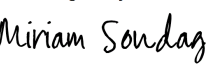
CITY OF CUPERTINO

Signed by:

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Pamela Wu
City Manager

Date 12/20/2024


APPROVED AS TO FORM AND
LEGALITY:

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Miriam Sondag
Deputy County Counsel

Date 12/30/2024

APPROVED AS TO FORM AND
LEGALITY:

Signed by:

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Christopher Jensen
City Attorney

Date 12/20/2024