

**AMENDMENT NUMBER 2 TO PROJECT AGREEMENT
BETWEEN THE COUNTY OF SANTA CRUZ AND HOUSING MATTERS
FOR THE 801 RIVER STREET HOMEKEY PROJECT**

THIS AMENDMENT NUMBER 2 TO THE PROJECT AGREEMENT (hereinafter “Amendment No. 1”) FOR THE HOMEKEY PROGRAM is by and between the COUNTY OF SANTA CRUZ, a political subdivision of the State of California (herein “**County**”) and Housing Matters, a registered California public benefit nonprofit organization (herein “**Developer**”). The County and Developer may each be referred to individually as a “**Party**” and/or collectively as “**Parties**” in this Amendment No. 1.

RECITALS

WHEREAS, the Parties signed an official State of California Department of Housing and Community Development (hereinafter “HCD”) Homekey Standard Agreement in January 2023 in the amount of \$2,240,000 for the Purchase of Affordability Covenants (the “Standard Agreement”), and HCD has committed to disbursing the Homekey Funds to the County in accordance with the requirements as outlined in said Standard Agreement, with the County responsible for disbursing the Homekey award funds to the Developer for the Project; and

WHEREAS, on June 27, 2023, the Parties entered into the Project Agreement to describe their respective roles and responsibilities in utilizing the Homekey funds for the 801 River Street Homekey Project in compliance with the Project Homekey NOFA, the Joint Application, the Standard Agreement, and any other requirements or agreements established by the State of California; and

WHEREAS, on March 25, 2024, the Parties entered into Amendment Number 1 to the Project Agreement, which revised the provision governing the use of Capital Expenditure funds to expand the scope of eligible expenses to include principal balances and interest accrued for loans acquired and in effect prior to October 31, 2023, for the Purchase of Affordability Covenants for the property; and

WHEREAS, the Parties wish to amend the Project Agreement to provide that all interest earned on Homekey funds that are deposited with the County shall be used for Eligible Homekey Uses and that the County shall have exclusive authority to determine which Eligible Uses such interest shall be used to fund.

AMENDMENT NO. 1

NOW, THEREFORE, in consideration of the recitals and mutual covenants and conditions contained in this Amendment, incorporated herein, the Parties agree to amend the Project Agreement as follows.

1.. Section 4, titled “Joint Roles and Responsibilities”, Subsection F.1, on page 6, beginning with the text “1. As required under Exhibit B”, and ending with the words “approved by HCD.” is deleted and replaced with the following:

“As required under Exhibit B of the Standard Agreement, County shall receive and place the Homekey grant funds in a County Special Revenue Fund account, or equivalent, on behalf of

Developer for disbursement based on the verified, documented, and eligible use consistent with the Project Budget approved by HCD. All interest earned from the deposit of such funds shall only be used for Eligible Uses. County shall retain the exclusive authority to determine which Eligible Uses such interest shall be used to fund.”

2. Except as expressly amended herein, all other terms, conditions, and provisions of the Project Agreement shall remain unchanged, unaffected, and in full force and effect.

3. This Amendment Number 2 may be executed in counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. Signatures may be affixed manually or electronically, in accordance with all applicable local, state, and federal laws, regulations, and standards, and shall be treated as original signatures for all purposes. A signed copy of this Amendment Number 2 transmitted via email or other electronic means shall have the same legal effect as delivery of an original executed document.

4. The signatories to this Amendment Number 2 warrant and represent that each is authorized to execute this instrument and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Amendment Number 2.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below and effective upon the date of the final signature.

“Developer”

**HOUSING MATTERS, a California
nonprofit corporation**

By: Phil Kramer

Signed by:

Phil Kramer

5/19/2025

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Chief Executive Officer

“County”

**COUNTY OF SANTA CRUZ,
a political subdivision of the State of
California**

By:

Director, Human Services Department

APPROVED AS TO INSURANCE:

Signed by:

Gina Borasi

5/16/2025

F4EADC5BA53B4DB...

Risk Management

APPROVED AS TO FORM:

Signed by:

Arthur G. Wille

5/16/2025

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Office of the County Counsel,
County of Santa Cruz

Certificate Of Completion

Envelope Id: 8AD4045F-31F7-4A73-931B-0D8D726E32B9

Status: Sent

Subject: Complete with Docusign: Amendment No. 2 to Casa Azul Project Agreement final.pdf

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

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Initials: 0

Jillian Ritter

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Jillian.Ritter@santacruzcountyca.gov

IP Address: 73.202.214.193

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Jillian.Ritter@santacruzcountyca.gov

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Pool: County of Santa Cruz

Location: Docusign

Signer Events

Signature

Timestamp

Arthur G. Wille

arthur.wille@santacruzcountyca.gov

County of Santa Cruz

Assistant County Counsel

Security Level: Email, Account Authentication
(None)

Signed by:

Arthur G. Wille
FD318C222C994D0...

Sent: 5/15/2025 4:49:03 PM

Viewed: 5/16/2025 8:57:34 AM

Signed: 5/16/2025 9:57:05 AM

Signature Adoption: Pre-selected Style

Using IP Address: 75.194.160.49

Electronic Record and Signature Disclosure:

Accepted: 5/16/2025 9:51:46 AM

ID: 4c708ca0-8bfb-453f-9a41-c3356f1e9b32

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

Gina Borasi
E4EADC5BA53B4DB...

Sent: 5/16/2025 9:57:07 AM

Viewed: 5/16/2025 5:02:23 PM

Signed: 5/16/2025 5:03:10 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Phil Kramer

pkramer@housingmatterssc.org

CEO

Housing Matters

Security Level: Email, Account Authentication
(None)

Signed by:

Phil Kramer
F923F3DDD63E448...

Sent: 5/16/2025 5:03:11 PM

Viewed: 5/19/2025 9:39:37 AM

Signed: 5/19/2025 9:41:12 AM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 5/19/2025 9:39:37 AM

ID: 7582a9f9-2fd8-4161-b990-0ae4d74f0c0f

Robert Ratner

Robert.Ratner@santacruzcountyca.gov

Housing for Health Div. Director

Security Level: Email, Account Authentication
(None)

Sent: 5/19/2025 9:41:13 AM

Electronic Record and Signature Disclosure:

Accepted: 6/27/2024 12:39:47 PM

ID: 2e642dd8-bb5f-4a24-9b25-4a2e2f0ba710

Signer Events	Signature	Timestamp
Randy Morris Randy.Morris@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/28/2024 5:36:24 PM ID: ad38cd27-0fe0-48dc-9c44-141ab3b72fbe		
CBD eSignature CBD.eSignature@santacruzcounty.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/31/2023 8:45:53 AM ID: 08cc4bb8-ec89-4c39-9e81-2d6e4cf8f3a2		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/15/2025 4:49:03 PM
Payment Events	Status	Timestamps
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From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.