THIRD AMENDMENT TO SUBRECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND NEIGHBORHOOD HOUSING SERVICES, INC., DBA NEIGHBORWORKS BOISE FOR CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, on July 7, 2020, City and Subrecipient entered into Program Year 2019
Subrecipient Agreement ("PY19 SRA"), a cooperative agreement for the investment of Community
Development Block Grant ("CDBG") funds; and

WHEREAS, Subrecipient requires additional time to complete the activities in the PY19 SRA, and reduced the CDBG funds provided;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. <u>PROVISION MODIFIED – STATEMENT OF WORK.</u> Section I.A. of the PY19 SRA shall be amended as follows:

A. Activities. Subrecipient shall use City's CDBG-CV funds in an amount not to exceed two hundred thirteen thousand three hundred thirty three dollars (\$213,333) one hundred seventy-one thousand three hundred dollars (\$171,300). Subrecipient will be responsible for administering a mortgage assistance program, in a manner satisfactory to the City and consistent with any standards required as a condition of providing the funds. This project is eligible under 05Q (Subsistence Payments). CDBG Funds will be used to reimburse for mortgage payments and staff time to administer the program. The primary administrative office is located at 3380 W. Americana Blvd., Suite 120, Boise. See Attachment 1 for a map of the service location.

II. <u>PROVISION MODIFIED - TIME OF PERFORMANCE.</u> Section I.G of the PY19 SRA shall be amended as follows:

G. Time of performance. Services of Subrecipient shall start on or after April 1, 2020 and end on September 30, 2022 March 31, 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. <u>PROVISION MODIFIED – REIMBURSEMENT REQUESTS.</u> Section II.K.3 shall be amended as follows:

3. Reimbursement requests. It is expressly agreed and understood that the total amount to be paid by City under this Agreement shall not to exceed two hundred thirteen thousand three hundred thirty three dollars (\$213,333) one hundred seventy-one thousand three hundred dollars (\$171,300). City will not accept or process reimbursement requests prior to City's reception of Congressional Release of Funds; the Community Development Program

Coordinator shall notify Subrecipient of such release and the opportunity to submit reimbursement requests. Reimbursement requests for the payment of eligible expenses shall be made against the activity specified, in accordance with performance, and as expenses are incurred by Subrecipient. Reimbursement requests shall only be accepted via the City's online portal and must be completed in full to be processed. Instructions to submit reimbursement requests are located in the Subrecipient Toolbox at https://meridiancity.org/cdbg/. All reimbursement requests are to be submitted as needed in coordination with the Community Development Program Coordinator. Reimbursement requests shall include the following: transaction detail completed for the relevant draw request period and proof of payment by Subrecipient (such as copy of check and bank transaction information showing payment of check, copy of receipt of payment by contractor or subcontractor, and/or other relevant documentation of payment). Reimbursement requests must be submitted within fifteen (15) calendar days from the close of each month of the program year except for the final reimbursement request. Subrecipient's final reimbursement request under this Agreement must be submitted by Subrecipient no later than September 30, 2022 March 31, 2023 and must include a Closeout Certification form which can be found in the Subrecipient Toolbox at https://meridiancity.org/cdbg/. Subrecipient shall forfeit reimbursement for any costs not requested within the timeframes set forth in this provision, unless otherwise authorized, in writing, by City.

IV. PROVISION MODIFIED - BUDGET. Attachment 6 shall be amended as follows:

NeighborWorks Boise Mortgage Assistance Program CDBG-CV Project #113			Mortgage Payments \$ 150,000.00		Admin \$ 13,333.00		Total \$ 163,333.00	
Award								
Amendment 2 Formal Request 8/25/21 Amendment 3 Total			\$	46,000.00 (6,000.00) (39,000.00) 151,000.00	\$ \$ \$	4,000.00 6,000.00 (3,033.00) 20,300.00	\$	50,000.00 - (42,033.00) 171,300.00
							\$	
							Draw #	
1	10/5/2020	August 2020	\$	2,665.50	\$	987.33	\$	3,652.83
2	10/20/2020	September 2020	\$	6,272.00	\$	245.00	\$	6,517.00
3	11/24/2020	October 2020	\$	-	\$	108.65	\$	108.65
4	12/18/2020	November 2020			\$	7.21	\$	7.21
5	1/25/2021	December 2020	\$	841.00	\$	282.90	\$	1,123.90
6	2/18/2021	January 2021	\$	3,142.38	\$	453.32	\$	3,595.70
7	3/17/2021	February 2021	\$	10,340.06	\$	726.30	\$	11,066.36
8	4/13/2021	March 2021	\$	17,755.00	\$	541.23	\$	18,296.23
9	5/11/2021	April 2021	\$	6,798.82	\$	312.23	\$	7,111.05
10	6/16/2021	May 2021	\$	16,879.72	\$	701.35	\$	17,581.07
11	7/14/2021	June 2021	\$	2,934.09	\$	355.41	\$	3,289.50
12	8/16/2021	July 2021	\$	10,123.75	\$	537.08	\$	10,660.83
13	9/22/2021	August 2021	\$	987.97	\$	2,196.77	\$	3,184.74
14	10/15/2021	September 2021	\$	12,001.80	\$	1,270.41	\$	13,272.21
15	11/23/2021	October 2021	\$	5,531.16	\$	731.68	\$	6,262.84
16	12/22/2021	November 2021	\$	920.91	\$	1,130.54	\$	2,051.45
17	1/13/2022	December 2022	\$	5,758.30	\$	795.81	\$	
18	2/17/2022	January 2022	\$	-	\$	607.20	\$	607.20

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19	3/29/2022	February 2022	\$	3,946.18	\$	781.76	\$	4,727.94
20	4/19/2022	March 2022	\$	6,197.36	\$	1,211.47	\$	7,408.83
21	5/16/2022	April 2022	\$	3,946.18	\$	1,173.62	\$	5,119.80
22	6/21/2022	May 2022	\$	4,527.00	\$	1,831.63	\$	6,358.63
23	7/18/2022	June 2022	\$	3,254.83	\$	476.85	\$	3,731.68
24	8/24/2022	July 2022	\$	1,045.61	\$	59.87	\$	1,105.48
25	9/30/2022	August 2022	\$	3,422.27	\$	919.58	\$	4,341.85
26								-
27								\$ -
28								ŝ -
29								\$ -
	Total			129,291.89	\$	18,445.20	\$	147,737.09
	Balance			21,708.11	\$	1,854.80	\$	23,562.91

V. ALL OTHER PROVISIONS IN EFFECT. All provisions of the PY19 SRA shall remain in full force and effect except as expressly modified by this Third Amendment or other duly executed addenda. No other understanding, whether oral or written, shall be deemed to enlarge, limit or otherwise affect the operation of the PY19 SRA or this Third Amendment thereto.

IN WITNESS WHEREOF, the parties shall cause this Third Amendment to be executed by their duly authorized officers to be effective as of the day and year first above written.

SUBRECIPIENT: NeighborWorks Boise	
By: Bud Compher Jr., Chief Executive Officer	1/10/22 Date
CITY: City of Meridian	Attest:
By: Robert E. Simison, Mayor	Chris Johnson, City Clerk