

**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT BETWEEN CITY OF
MERIDIAN AND NEIGHBORHOOD HOUSING SERVICES, INC. DBA
NEIGHBORWORKS® BOISE FOR PROGRAM YEAR 2021 COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS**

This First Amendment is entered into this ____ day of _____, 2023 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and Neighborhood Housing Services, Inc. dba NeighborWorks® Boise, a nonprofit charitable corporation organized under the laws of the state of Idaho ("Subrecipient").

WHEREAS, on January 23, 2023, City and Subrecipient entered into Program Year 2021 Subrecipient Agreement ("PY21 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 PY21 SRA, and changed circumstances require changes in activities and level of service for which the CDBG funds are provided;

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

I. PROVISION MODIFIED – GRANT FUNDING. The PY21 SRA shall be amended as follows:

WHEREAS, pursuant to the terms of this Agreement, the City hereby provides a subaward of the following grant(s) to Subrecipient: grant no. B-21-MC-16-0006, awarded by HUD on November 3, 2021; grant no. B-22-MC-16-0006, awarded by HUD on October 28, 2022;

II. PROVISION MODIFIED – STATEMENT OF WORK. Section I.A. of the PY21 SRA shall be amended as follows:

- A. Activities.** Subrecipient shall use City's subaward of CDBG funds in an amount not to exceed ~~seventy five thousand dollars (\$75,000)~~ one hundred fifteen thousand dollars (\$115,000). Subrecipient will be responsible for administering homeownership assistance to eligible households, 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 (13B) Homeownership Assistance. CDBG Funds will be used to reimburse for administering program, housing assistance costs up to 50 percent of required down payment, costs to subsidize interest and/or mortgage principal amounts, and/or reasonable closing costs. The primary administrative office is located at 3380 W. Americana Terrace, Suite 120, Boise, ID 86706. See Attachment 1 for a map of the service location.

III. PROVISION MODIFIED – TIME OF PERFORMANCE. Section I.G of the PY21 SRA shall be amended as follows:

- G. Time of performance.** Services of Subrecipient shall start on or after November 1, 2022 and end on ~~September 30, 2023~~ September 30, 2024. 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.

IV. PROVISION MODIFIED – REIMBURSEMENT REQUESTS. 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 exceed ~~seventy-five thousand dollars (\$75,000)~~ one hundred fifteen thousand dollars (\$115,000). 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, timesheets in compliance with 2 CFR 200.430 (if applicable), 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 ~~October 30, 2023~~ October 30, 2024 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.

V. PROVISION MODIFIED – BUDGET. Attachment 6 shall be amended as follows:

NeighborWorks Boise Homebuyer Assistance Program PY21 Project 152			Direct Assistance	Admin	Total
Award			\$ 65,000.00	\$ 10,000.00	\$ 75,000.00
Amendment 1			\$ 40,000.00	\$ -	\$ 40,000.00
			\$ 105,000.00	\$ 10,000.00	\$ 115,000.00
Draw #	Date	Timeframe			
1	1/23/2023	Nov-Dec 2022	\$ -	\$ 870.64	\$ 870.64
2	2/16/2023	Jan-23	\$ -	\$ 393.51	\$ 393.51
3	3/23/2023	Feb-23	\$ 30,000.00	\$ 378.60	\$ 30,378.60
4	5/17/2023	Mar-23	\$ -	\$ 793.52	\$ 793.52
5	8/16/2023	Jul-23		\$ 32.60	\$ 32.60
6	9/19/2023	Aug-23	\$ -	\$ 66.34	\$ 66.34
Total			\$ 30,000.00	\$ 2,535.21	\$ 32,535.21
Balance			\$ 75,000.00	\$ 7,464.79	\$ 82,464.79

VI. ALL OTHER PROVISIONS IN EFFECT. All provisions of the PY21 SRA shall remain in full force and effect except as expressly modified by this First 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 PY21 SRA or this First Amendment thereto.

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

SUBRECIPIENT:

NeighborWorks Boise



Bud Compher, Jr., CEO

Date

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk