

**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT BETWEEN CITY OF
MERIDIAN AND ADA COUNTY HOUSING AUTHORITY FOR PROGRAM YEAR 2019
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND ADA COUNTY HOUSING AUTHORITY FOR PROGRAM YEAR 2019 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS ("First Amendment") is entered into this _____ day of _____, 2020 by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho ("City") and Ada County Housing Authority ("Subrecipient").

WHEREAS, on October 15, 2019, 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 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 – STATEMENT OF WORK. Section I.A. of the PY19 SRA shall be amended as follows:

- A. **Activities.** Subrecipient shall use City's PY19 CDBG funds in an amount not to exceed forty thousand dollars (\$40,000). Subrecipient will be responsible for providing 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 up to 50 percent of required down payment, to subsidize interest and/or mortgage principal amounts, and/or reasonable closing costs. The primary administrative office is located at 1001 S. Orchard St., Boise. See Attachment 1 for a map of the service location.

II. PROVISION MODIFIED – LEVEL OF SERVICE. Section I.C. of the PY19 SRA shall be amended as follows:

- C. **Level of Service.** Subrecipient's activities under this Agreement shall provide at least three (3) ~~four (4)~~ total Units of Service over the term of this Agreement. For the purposes of this Agreement, "Units of Service" shall be defined as "low- to moderate-income household in City limits." Subrecipient shall verify that the household income of clientele served by City's CDBG funds, as defined in 24 CFR § 5.609, does not exceed the maximum limits as determined by the U.S. Department of Housing and Urban Development. The current income guidelines are located in the Subrecipient Toolbox at <https://meridiancity.org/cdbg/>.

III. PROVISION MODIFIED – STAFFING. Section I.D of the PY19 SRA shall be amended as follows:

- D. **Staffing.** CDBG funds provided under this Agreement may be used for staffing, in an amount not to exceed six thousand, three hundred and seventy-seven dollars (\$6,377.00). At least five (5) days prior to Subrecipient's initial reimbursement request, Subrecipient agrees to provide

the City with an Hourly Billing Rate worksheet and job description for each staff member that will be paid using CDBG funds that CDBG funds provided under this Agreement will not be utilized for staffing.

IV. PROVISION MODIFIED – TIME OF PERFORMANCE. Section I.G of the PY19 SRA shall be amended as follows:

G. Time of performance. Services of Subrecipient shall start on or after October 1, 2019 and end on January 31, 2021 ~~September 30, 2020~~. 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.

V. PROVISION MODIFIED – BUDGET. Section II.D shall be amended as follows:

D. Budget. Subrecipient shall adhere to the attached budget. Subrecipient shall obtain written approval from City prior to any change in use of funds submit to City a detailed budget breakdown describing the activities to be undertaken with CDBG funds provided under this Agreement.

VI. 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 to exceed forty thousand dollars (\$40,000). City will not accept or process reimbursement requests prior to City's reception of Congressional Release of Funds; the CDBG Administrator 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 ZoomGrants 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 January 20, 2021 ~~October 20, 2020~~ 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.

VII. ALL OTHER PROVISIONS IN EFFECT. All provisions of the PY19 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 PY19 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:

Ada County Housing Authority


Deanna Watson, Executive Director 11-24-2020
Date

CITY:

City of Meridian

Attest:

By: Robert E. Simison, Mayor

Chris Johnson, City Clerk

Amendment Attachment 1

| Ada County Housing Authority Homeownership Assistance Program PY19 Project 101 | | | Case Management | Direct Assistance | Admin | Total |
|--|------|-----------|-----------------|-------------------|-------------|--------------|
| Award | | | \$ 6,377 | \$ 30,500 | \$ 3,123 | \$ 40,000 |
| Draw # | Date | Timeframe | | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| Total | | | \$ - | \$ - | \$ - | \$ - |
| Balance | | | \$ 6,377.00 | \$ 30,500.00 | \$ 3,123.00 | \$ 40,000.00 |