

**CITY OF SANTA FE
AMENDMENT No. 1 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
Item #18-0586**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated July 1, 2018 (the "Contract"), between the City of Santa Fe (the "City") and Homewise, Inc (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

1. MAXIMUM COMPENSATION

Article VII of the Contract is hereby deleted. A new Article VII of this Contract is inserted to increase the amount of compensation by a total of ten thousand one hundred eighty-three dollars (\$10,183) so that Article VII reads in its entirety as follows:

The Total amount of compensation by the City to the Subrecipient under the terms of this Contract shall not exceed eighty five thousand, one hundred and eighty three dollars (\$85,183), inclusive of New Mexico Gross Receipts Tax, if applicable. Non-Profit, 501c3 organizations are exempt from GRT.

2. ADDITIONAL CONTRIBUTIONS

1. VIII (A) is hereby deleted. A new Article VIII (A) of the Agreement is inserted so that Article VIII (A) reads in its entirety as follows:

A. Program Income: Program income received may be retained by the Subrecipient, and used for CDBG-eligible activities for which there is a current PSA with specific performance measures as detailed in the Scope of Work section of the Agreement. The two eligible activities for which Program Income may be used and anticipated ratios of use are Mortgage Principal Reduction Assistance (70%) and Home Improvement (30%). Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program.

3. ELIGIBLE AND INELIGIBLE COSTS

Article XII(B) of the Agreement is hereby deleted. A new Article XII(B) of the Agreement is inserted so that Article 5 reads in its entirety as follows:

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that

expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

4. CONFLICT OF INTEREST

The first paragraph of Article XIV of the Agreement is hereby deleted. A new paragraph of the Agreement is inserted so that the paragraph reads in its entirety as follows:

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

5. SUSPENSION AND TERMINATION

Article XXX (A) of the Agreement is hereby deleted. A new Article XXX (A) of the Agreement is inserted so that Article XXX (A) reads in its entirety as follows:

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

Article XXX (B) of the Agreement is hereby deleted. A new Article XXX (B) of the Agreement is inserted so that Article XXX (B) reads in its entirety as follows:

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In

the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

6. ADMINISTRATIVE REQUIREMENTS

Article XXXV (A) 1 of the Agreement is hereby deleted. A new Article XXXV (A) 1 of the Agreement is inserted so that Article XXXV (A) 1 reads in its entirety as follows:

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Article XXXV (A) 2 of the Agreement is hereby deleted. A new Article XXXV (A) 2 of the Agreement is inserted so that Article XXXV (A) 2 reads in its entirety as follows:

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200, and OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," and A-133 "Audits of States, Local Governments, and Non-profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

7. DOCUMENTATION AND RECORD-KEEPING

Article XXXVI (A) 7 of the Agreement is hereby deleted. A new Article XXXVI (A) 7 of the Agreement is inserted so that Article XXXVI (A) 7 reads in its entirety as follows:

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.

8. ADDITIONAL CONTRIBUTIONS

1. VIII (A) is hereby deleted. A new Article VIII (A) of the Agreement is inserted so that Article VIII (A) reads in its entirety as follows:


A. Program Income: Program income received may be retained by the Subrecipient, and used for CDBG-eligible activities for which there is a current PSA with specific performance measures as detailed in the Scope of Work section of the Agreement. The two eligible activities for which Program Income may be used and anticipated ratios of use are Mortgage Principal Reduction Assistance (70%) and Home Improvement (30%). Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program.

9. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

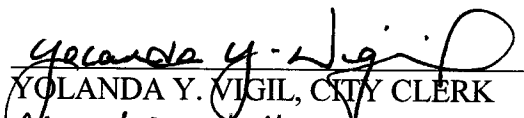
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Community Development Block Grant Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:



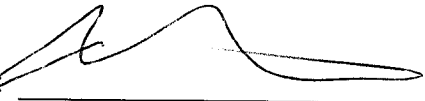
ALAN WEBBER, MAYOR
Date: 11/29/18

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 11/14/18

HOMEWISE, INC:

By: 

MIKE LOFTIN
EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

 *ere*

ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:



MARY MCCOY
FINANCE DIRECTOR

22737.510400
BUSINESS UNIT/LINE ITEM