

AMENDMENT TO CONTRACT

Dated August 20, 2012

By and Between

CUYAHOGA COUNTY

and

Neighborhood Housing Services of Greater Cleveland, Inc.

THIS AMENDATORY AGREEMENT made and entered into this ____ day of ____, 2013 between the Cuyahoga County, Ohio (the "County"), and the Department of Development, and the Neighborhood Housing Services of Greater Cleveland, Inc., a corporation not -for-profit with principle office located at 5700 Broadway Avenue, Cleveland, Ohio 44127 (the Provider").

WITNESSETH:

WHEREAS, the County and the a corporation not-for-profit entered into a Contract # CE1200499-01 dated August 20, 2012 (hereinafter called the "Agreement") whereby the a corporation not-for-profit was awarded \$330,000 in funds an activity entitled Down Payment Assistance Loan Program and

WHEREAS, the Contract expires on August 19, 2013 and

WHEREAS, the amount of the Contract reads \$330,000, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the a corporation not-for-profit hereby agree as follows:

1. Except as herein specifically amended, all terms used herein shall have the same meanings as in the Contract.
2. The date of August 19, 2013 appearing in Item II of the Contract shall be and is hereby changed to December 31, 2013
3. Approved Budget – Budgetary Details shall be and is hereby changed to add additional FY2013 HOME funds of \$111,782 for Down Payment Assistance to the budget, which increases the agreement amount from \$330,000 to \$441,782 this will allow Neighborhood Housing Services of Greater Cleveland provide assistance to 11 existing down payment assistance clients. Effective August 19, 2013.
4. Except as herein specifically amended, all of the terms and provisions contained in the Agreement are hereby ratified and confirmed and said Agreement is hereby incorporated to the same extent as if fully rewritten herein.


By entering into this (agreement/contract/amendment to agreement or contract) or (by submitting a bid) or (by submitting a proposal) I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio revised code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County

IN WITNESS WHEREOF, the County and Provider have caused this Amendment to Contract to be executed the day, month and year first above written.

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

BY:


Edward FitzGerald, County Executive
2013-11-21 15:16:58

NEIGHBORHOOD HOUSING SERVICES OF GREATER
CLEVELAND, INC.

BY:


Executive Director

ATTACHMENT 1
APPROVED BUDGET

Matching Requirements – for the entire project

This program uses the Consortium match pool.

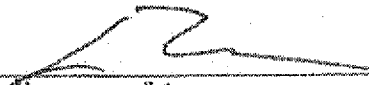
BUDGETARY DETAILS

PROVIDER: Neighborhood Housing Services of Greater Cleveland, Inc.

PROGRAM: Down Payment Assistance Loan

Budget for 16 months.

#	COST CATEGORIES	BUDGETED AMOUNT
1		
2		
3		
4		
5		
6		
7	Other	\$441,782.00
	Total	\$441,782.00


Signature of Agency

8/22/13
Date


Printed Name


Title

Angela Henderson
Prepared By

08-22-2013
Date Prepared

PROJECT EXPENDITURES BUDGETARY DETAILS

PROVIDER: Neighborhood Housing Services of Greater Cleveland, Inc.

(1) **PERSONNEL (a)**

Title	Salary	Hours Worked Per Week	% Charged to	Budgeted Amount

TOTAL PERSONNEL \$ 0.00

(a) Monthly budget reports are to include: hourly rates, actual hours worked, percentage of hours actually charged to HOME and dollar amounts charged to HOME. All personnel are required to maintain time sheets that are to be approved by an appropriate supervisor.

(2) **FRINGE BENEFITS**

The following guidelines apply to charging "Fringe Benefits" to HOME

1. FICA may only be applied to the extent that the total salary does not exceed the pro-rated FICA limit.
2. Worker's Compensation may be charged monthly, provided that there is a periodic adjustment (every 6 months) to reflect the actual billing.
3. Unemployment Tax may be charged monthly, provided that there is a periodic adjustment (every 3 months) to reflect the actual billing. The actual amount charged will be the Unemployment Tax rate x the actual HOME charged salaries for the related period.

Type of Benefit	Rate or Dollar Amount	Budgeted Amount
TOTAL FRINGE BENEFITS		0.00

(3) **TRAVEL (b)**

Description	Budgeted Amount
	0.00

(b) Mileage logs are to be maintained and should include: name, date, destination of trip, actual odometer readings and a supervisor's approval.

(4) **EQUIPMENT** (c)

Type of Equipment	Budgeted Amount
	0.00

(c) Federal grant guidelines state that all non-expendable property acquired with HOME funds shall revert to the Department of Development upon termination of the funded program. Invoice should be submitted to the Department of Development when equipment is purchased.

(5) **GENERAL OVERHEAD** (d)

Type of General Overhead	Rate or Dollar Amount	Budgeted Amount
		0.00

(d) Any costs which may be classified as indirect (i.e., costs which benefit more than one program cost objective) must be reported in total, using an approved cost allocation method. The cost allocation plan must be approved by the County prior to any reimbursement being made under the plan.

If any of the above costs require an agreement, monthly receipts are required, a copy of the agreement must be on file in our office.

(6) **CONTRACTUAL** (e)

Description	Budgeted Amount
	0.00

(e) Persons listed under Contractual are responsible for their own tax liabilities.

A copy of all contractual agreements is to be submitted to the County for approval prior to any Contractual work.

(7) **OTHER**

Category	Budgeted Amount
Down Payment Assistance Loans up to \$10,000 per loan.	\$300,000.00
Loan Processing Fee \$500 per loan, not to exceed \$15,000.	\$15,000.00
Home Buyer Counseling per US HUD requirements. \$500 per house hold served, not to exceed \$15,000. Add additional funding \$101,620 of FY2013 HOME Funds	\$15,000.00
	\$111,782.00

TOTAL PROGRAM BUDGET

\$ 441,782.00