

AMENDMENT TO CONTRACT

Dated May 1, 2010

By and Between

CUYAHOGA COUNTY

And

CITY OF CLEVELAND HEIGHTS

This Amendatory Contract made and entered into this ____ day of ____, 2011 by and between the County of Cuyahoga, Ohio (the "County"), and the Department of Development, and the City of Cleveland Heights, a political subdivision of the State of Ohio, with principal offices located at 40 Severance Circle, Cleveland Heights, Ohio 44118, (the "Provider").

WITNESSETH:

WHEREAS, the County and the City of Cleveland Heights entered into Contract # AG1000163-01 dated May 1, 2010 (hereinafter called the "Contract") whereby the City of Cleveland Heights was awarded \$236,005.69 in funds for an activity entitled Down Payment Assistance and

WHEREAS, the Contract expires on December 31, 2012 and

WHEREAS, the amount of the Contract reads \$236,005.69, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the City of Euclid hereby agree as follows:

1. Except as herein specifically amended, all terms used herein shall have the same meanings as in the Contract.
2. Approved Budget – Budgetary Details shall be and is hereby changed to add additional FY 2010 HOME funds not to exceed the amount of \$229,989.00 to the budget, which increases the contract Amount from \$236,005.69 to \$465,994.69 effective July 1, 2011.
3. Schedule A - Scope of Services shall be and is hereby changed and is attached hereto, as if fully Rewritten herein.
4. Except as herein specifically amended, all of the terms and provisions contained in the Contract are hereby ratified and confirmed and said Contract is hereby incorporated to the same extent as if fully rewritten herein.

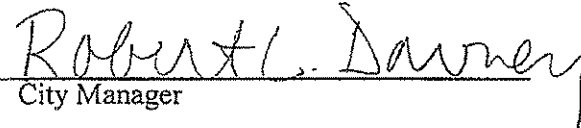
By entering into this (agreement/contract/amendment to agreement or contract) or (by submitting a bid) or (by submitting a proposal) I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction 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

BY: X 
Edward Fitzgerald, County Executive

CITY OF CLEVELAND HEIGHTS

BY: 
City Manager

Approved as to legal form
John H. Gibbons
Laurel Wagon
Resolution 186-2017

SCHEDULE A

Scope of Services

Down Payment Assistance

Community Name: City of Cleveland Heights

Program Funding: HOME

Year Award: HOME 2009 & 2010

Areas Served: City of Cleveland Heights

Eligible Activity: Homebuyer Assistance 24 CFR 92.205(a)(1)

Project Description:

- 1) Eligible household with total household income (as determined by HUD's IRS Form 1040 definition) does not exceed 80% of the area median income, as determined by HUD.
- 2) Purchase price cannot exceed the HUD 203(b) limit.
- 3) Household must have minimum of 3½% of the purchase price from their own funds (as defined under the FHA underwriting guidelines for gifts), available for use as a down payment.
- 4) To apply the eligible household must:
 - a) Complete an application form and provide appropriate documentation of the household income.
 - b) Include with the application a pre-qualification/pre-approval letter for a mortgage from a bank/lending institution.
 - c) Attend pre-purchase counseling at a HUD approved Housing Counseling Agency and maintenance training at a City approved counseling agency.
 - d) If purchasing a two-family house, attend landlord training for two family buyers, at a city approved counseling agency.
- 5) Household will receive a down payment assistance loan of up to \$10,000 for existing single-family units. Household will receive a down payment assistance loan of up to \$20,000 for housing units in the BlueStone Development or in the East Derbyshire Project. (Single-family units include two-family residences, however the down payment only assists the owner occupied portion).
 - a) The \$10,000 Down Payment Assistance loan is a deferred payment, 0% interest second mortgage. The loan is to be repaid immediately at time of resale, transfer, or if property becomes absentee-owned.
 - b) The \$20,000 Down Payment Assistance to BlueStone and the East Derbyshire Project is a loan that will be forgiven at the rate of 1/60th per month of ownership and occupancy beginning in the 6th year of owner occupancy. The loan is secured by a second mortgage on the property.
- 6) Home Purchase will be borrower's primary residence and titled in borrower's name.

- 7) House must be inspected for lead-based paint compliance; house must not have any deteriorated painted surfaces.
- 8) House must be inspected by the City of Cleveland Heights for compliance with applicable housing code.
- 9) All corrective actions must be taken to bring the house into compliance with applicable health and safety codes prior to closing.
- 10) Participation in the program is not a guarantee of down payment assistance.
- 11) Due to limited program funding, down payment assistance loans will be given on a first-come, first-served basis.
- 12) Rate, origination fee, and points must not be excessive for the first mortgage. No prepayment penalty, balloon payment or subprime loans will be allowed.

A single-family unit means a one-to-four-family residence.