AMENDMENT TO CONTRACT

THIS AGREEMENT made the _____ day of _____, 2015, between Joplin Area Habitat for Humanity (JAHFH), a nonprofit corporation which is located at: 5201 N. Main St., Joplin, Missouri 64801 (hereinafter called "DEVELOPER"), and **City of Joplin, Missouri,** a Missouri municipal corporation, whose address is 602 S. Main Joplin, Missouri (hereinafter called "CITY").

WHEREAS, Developer and City entered into a Contract dated June 4, 2010, a copy of which is attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, Developer and City desire to amend the Contract because the United States Department of Housing and Urban Development ("HUD") has issued updated suggested terms for Neighborhood Stabilization Program ("NSP") agreements between grantees and developers, and both parties agree that such suggested terms should be incorporated into the existing Contract between the parties.

That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows, to-wit:

FOR VALUE RECEIVED, Joplin Area Habitat for Humanity and City of Joplin hereby amend their June 4, 2010 Contract in each and all of the following respects:

Section 1-Definitions

A. **AGENCY**-is hereby amended to read: "Planning, Development, and Neighborhood Service Division."

B. **DIRECTOR**-is hereby amended to Planning/Development and Neighborhood Services Director of the CITY.

Section 2-Term

The Milestone and Deadlines section of the agreement shall be amended to read as follows:

Additional Services of the Developer shall start on the _____day of _____, 20___ and end on the _____ day of _____ 20____ with all NSP funds allocated having been expended and houses sold, unless Grantee at its sole discretion approvals a later completion date. (2 year period of performance)

Section III-Scope of Work

The first paragraph of this section shall be deleted and amended to read as follows:
The DEVELOPER shall construct at least two (2) homes in accordance with the budget outlined in Exhibit A: Detailed Budget and Exhibit B: Additional Requirements-Plans. The DEVELOPER will used proceeds from the sale of the three homes deeded by the CITY to construct additional similar new homes as outlined later in this agreement.

Section IV-Reimbursement of Expenses

Paragraph B. shall be amended to read as follows: The CITY shall pay the DEVELOPER, as maximum compensation for services required pursuant to the Scope of Work thereof, One Hundred and Seventy Four Thousand Three Hundred and Ninety Five Dollars $174,080.00) of CDBG NSP funds in its accounts to construct two (2) new homes. (This amount is accurate as of 3/31/15 and the City of Joplin shall deduct from this amount all expenses associated with the NSP Program to maintain subject homes resulting from the program under its ownership and all closing costs to facilitate the transfer of subject properties to the Developer.) Funds will be provided on a reimbursement basis with documentation of expenses from the Developer. The average cost of each home shall not exceed $94,500.00. (Ninety Four Thousand and Five Hundred Dollars and no Cents). The CITY has agreed to donate three (3) homes constructed/rehabilitated under the NSP Program to the developer who will sell the homes to qualified homebuyers and will use proceeds from the sale of the homes to construct additional new homes in accordance with the terms of this agreement.

Section V-Project Requirements

The following items shall be added as Items I.

Eligible properties: Developer will acquire only properties in designated NSP target areas that are eligible under NSP for rehabilitation or redevelopment as affordable residential properties. Properties acquired must be abandoned or foreclosed upon, blighted, vacant lots, or vacant residential structures, as defined in the NSP program guidelines. Residential structures that are not blighted will be rehabilitated. A new home may be reconstructed on a vacant lot acquired or a vacant lot resulting from the acquisition and demolition of a building.

Designated target areas: Developer may carry out this activity only in the following NSP target area census tracts: Eligible block groups for this project include all of census tracts 101, 106, and 110 in the City of Joplin. The boundaries of these areas are from D Street and Main north to Turkey Creek, east to Range Line Road, south to 7th Street, West to St. Charles/Connecticut Avenue, south to 28th Street, west to Vermont Avenue, north to 26th Street, west to Main Street, north to 13th Street, west to Maiden Lane, north to Perkins Street, east to Porter Avenue, south to C Street, east to the point of beginning.

Income Eligibility Requirements: In accordance with section 2301(f)(3)(A) of the Housing and Economic Recovery Act of 2008 (HERA), Public Law 110-329, the Developer will use all NSP funds to assist individuals and families whose incomes do not exceed 120 percent of area median income, unless otherwise required by the CITY. The Developer is also responsible for ensuring that 25 percent of the total grant is used for the purchase and redevelopment of abandoned or foreclosed upon homes or residential properties to house individuals and families whose incomes do not exceed 50 percent of area median income, as required by HERA; in some cases, the Developer will use NSP

funding for individuals and families at or below 50 percent of area median income if required by provisions elsewhere in this agreement.

Section X-City Responsibilities

Paragraph D. shall be added which reads as follows:

The CITY agrees to deed to the developer in an "as is condition," at no cost, the following homes constructed/rehabilitated under the NSP program.

a. Home at 816 Grand, Joplin, Missouri-Lot 51, Conklin's First Addition, City of Joplin, Missouri, Jasper County, Missouri
b. Home at 1402 Pennsylvania, Joplin, Missouri-Lot 49,JC Cox Jr. 2nd Addition, City of Joplin, Missouri, Jasper County, Missouri.
c. Home at 1206 Murphy, Joplin, Missouri-Carters 1st Addition, Lot 259, City of Joplin, Missouri, Jasper County, Missouri.

The developer agrees to sell these homes to NSP Program qualified families and will use proceeds from the sale in accordance with NSP rules and regulations to build additional new homes as outlined in this agreement. The developer will insert NSP program deed restrictions and affordability requirements into the deed of all home subsidized under this contract, including the homes deeded under this paragraph to the developer.

Section VII-Reserved-shall be amended to read:

Section VII-Developer Staffing

The names and roles of Developer's key personnel (staff or contractors) executing the project are as follows:

- Chief Executive: Scott Clayton, Executive Director
- NSP Project Manager: Scott Clayton
- Construction Manager: Matt McGee
- Person in charge of marketing: Barbie Huff
- Property manager: Debra Eastburn
- Housing Counselor: Barbie Huff

- Financial staff person responsible for approving submission of NSP payment requests:
- Debra Eastburn

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

Section XIX-General Conditions Paragraph A-DEVELOPER address shall be amended to read: 5201 North Main, Joplin, Missouri 64801.

Exhibit A: Amended Detailed Budget

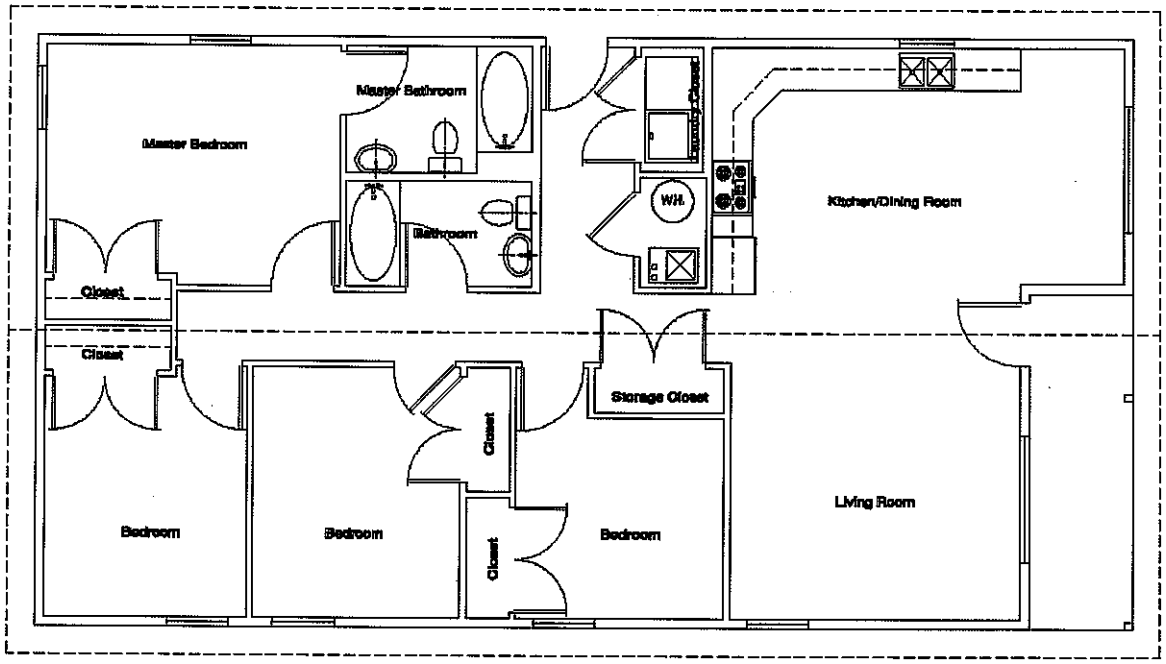
Exhibit A to Single-Family Developer Agreement

Cost sheet for 4 bedroom / 2 bathroom Habitat house

Excavation, backfill, & dirtwork	1,600
Foundation – poured crawl space / walkways	10,300
Framing – ¾ in sub flooring, 2'x6' exterior walls	13,700
Roofing – 15 lb. felt, Architectural Shingles, ridge vent	2,300
Soffit/Fascia – 6" Aluminum Fascia and 12" Aluminum Soffit	2,400
Windows–Single Hung, Energy Star	2,600
2 Exterior Doors – RH 6 Panel Metal, RH half-moon Metal	600
Siding & soffit– Vinyl	3,100
Electrical	5,400
Guttering	550
Interior Doors – 6 Panel Masonite	1,900
Interior Trim – 2 1/2 " colonial base, sheetrock returns w/ sill	800
Light Fixtures – Energy Star	900
HVAC – 2 ton 15 Seer	5,920
Insulation – blown in cellulose, blown in attic, 24" baffles; (R19 in exterior walls, R38 in attic)	2,100
Drywall – ½"	4,300
Plumbing	3,800
Cabinets – box	2,600
Flooring – carpet & linoleum	3,400
Appliances – Dishwasher Energy Star *(refrigerator and oven provided)*	400
Landscaping - seed & straw	600
Side deck	500
8' x 12' shed on concrete pad, shed to be bolted to pad	1,300
tornado shelter	2,600
12' x 18' driveway to alley access	1,000
Property lot	8,500
Survey, Appraisal, & Title fees	1,150
Temporary electric, trash container & disposal	900
Water/Sewer	280
Developer Fees	9,000
Total:	**94,500**

Exhibit B: Amended Additional Requirements

Proposed Floor Plan for New Home Construction by Joplin Area Habitat for Humanity
Plan A



Schematic Floor Plan
SCALE: 1/4" = 1'-0"

Revisions

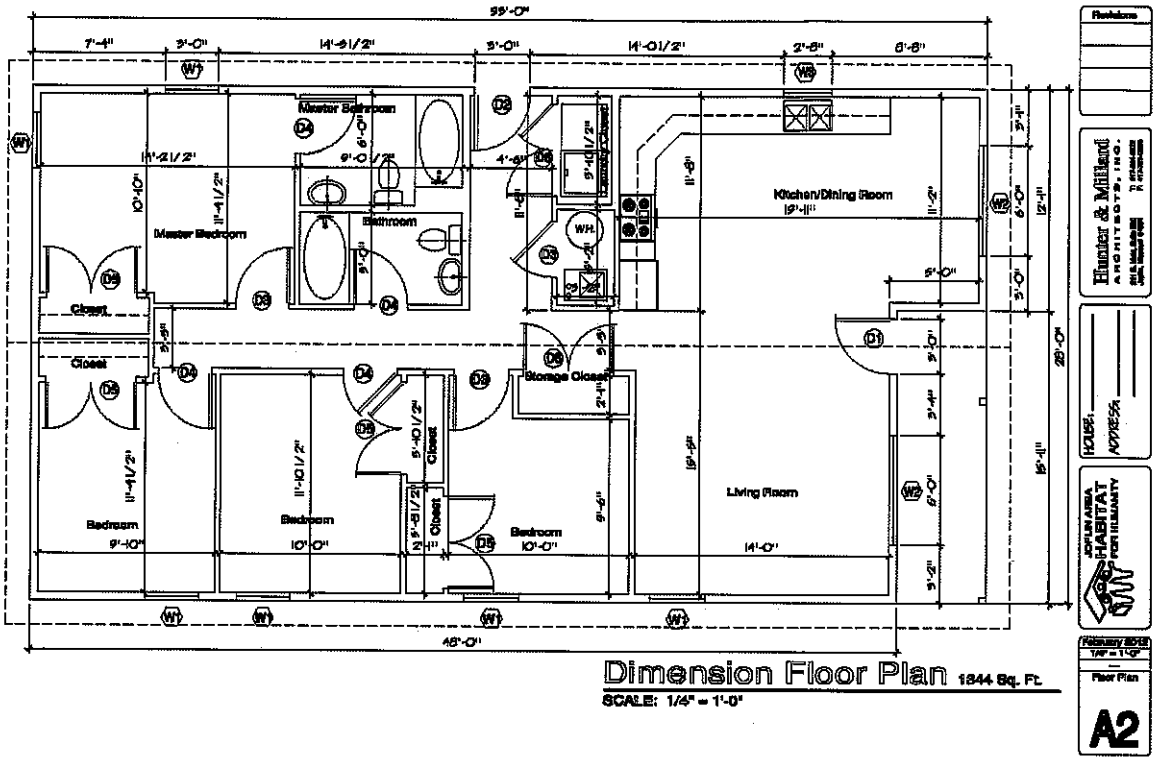
Hunter & Millard ARCHITECTS, INC.

HOUSE:
ADDRESS:

JOPLIN AREA HABITAT FOR HUMANITY

February 2012
1/4" = 1'-0"
Floor Plan
A1

Proposed Plan "B"



Section XVIIII-Additional Requirements

A. Workers' Compensation

The Developer shall procure and maintain, at his own expenses, during the contract time, in accordance with the provisions of the laws of the state of Missouri, Workmen's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Developer shall require each Subcontractor similarly to provide Workmen's Compensations insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Developer. In case any class of employees engaged in hazardous work under this Contract at the site at the site of the project is not protected under Workmen's Compensation statute, the Developer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

B. Insurance & Bonding

1. In General. The Developer, at his sole expense, shall purchase and maintain in full force and effect during the term of this Agreement and any renewals thereafter, policies of insurance as provided in this section naming Grantee as co-insured on all such policies. Developer shall furnish to Grantee binders or policies showing the insurance in force as the time of commencement of the present term.

2. Liability Insurance. Developer shall purchase and maintain in full force general liability insurance in an amount of not less than $1,000,000.00 per occurrence for injuries or death to persons and $100,000.00 per occurrence for damage to property. This insurance shall be written with an acceptable company authorized and licensed to do business in the State of Missouri and shall be written in a form acceptable to Grantee. Said insurance shall be taken out prior to beginning any operation and shall be kept in effect until all operations have been successfully terminated. Copies, or the originals as the case may be, shall be furnished to Grantee and shall be approved by Grantee before Developer begins performance under this agreement. Developer shall designate Grantee as an additional insured on all such policies and such policies shall provide for thirty (30) days written notice of cancellation to the Grantee. Further, Developer shall provide Grantee with additional insured endorsement page from each policy in a form acceptable to Grantee. Grantee reserves the right to approve or reject any deductible amounts in the required coverage, Developer shall provide at least ten (10) days prior notice to the Grantee before any termination or reduction in coverage. Liability insurance may be obtained through a separate policy or through the required policies described in subsection (c) below.

3. Property/Casualty and Builder's Risk Insurance. Prior to taking title to any NSP-assisted property, Developer will obtain a property and casualty or builder's risk insurance policy that insures the property for losses up to the amount of estimated replacement costs, which may not be less than the estimated amount of investment in the property as described

in the Project Budget. If the Project Budget is increased, the amount of coverage must be increased accordingly. If Developer cannot obtain insurance coverage in the total amount of investment in the property after making best efforts, Grantee at its sole discretion may give written approval of a lesser amount of coverage. Developer shall designate Grantee an additional insured on all such policies and such policies shall provide for thirty (30) days written notice of cancellation to Grantee. Further, Developer shall provide Grantee with additional insured endorsement page from each policy in a form acceptable to Grantee. Grantee reserves the right to approve or reject any deductible amounts in the required coverage, Developer shall provide at least ten (10) days prior notice to the Grantee before any termination or reduction in coverage.

Developer alone shall be responsible for investigation and payment of claims not covered by insurance. Grantee shall not in any way be responsible for payment of any claims determined to be Developer's responsibility under this Agreement.

This Agreement may also be terminated for convenience by mutual agreement between the Grantee and the Developer, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Such a termination shall only be carried out with the explicit written approval from HUD.

Section XX. Indemnification

a) CITY hereby agrees to hold Developer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of CITY representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to CITY'S breach.

b) Developer hereby agrees to hold CITY harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Developer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Developer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Developer's breach.

Section XXI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Developer agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24; 24 CFR Part 42 – Displacement, Relocation Assistance and Real Property Acquisition for HUD and HUD Assisted Programs; and 24 CFR 570.606 – Displacement, relocation acquisition, and replacement of housing. The Developer shall provide appropriate relocation assistance (URA

or section 104(d)) to eligible displaced persons as defined by applicable HUD and/or URA regulations that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an NSP-assisted project. The Developer also agrees to comply with applicable Grantee or local ordinances, resolutions and policies concerning the displacement of persons.

The Developer will use NSP funds to demolish major structures or convert units from non-residential uses only with the prior written permission of Grantee. Permission for demolition of minor structures such as porches, sheds and garages shall be deemed to have been granted when Grantee approves the plans and specifications (which may also be called work write-ups) for a particular property that Developer is assisting with NSP funds.

Section XXII. TENANT PROTECTION REQUIREMENTS

The Developer agrees to comply with the Recovery Act provisions concerning tenant protections applicable to NSP acquisitions of foreclosed property. The Developer must document its efforts to ensure that the initial successor in interest (ISII) in a foreclosed upon dwelling or residential real property (typically, the ISII in property acquired through foreclosure is the lender or trustee for holders of obligations secured by mortgage liens) has provided bona fide tenants with the notice and other protections outlined in the Recovery Act. The Developer will not use NSP funds to finance the acquisition of property from any ISII that failed to comply with applicable requirements unless the Developer assumes the obligations of such ISII with respect to bona fide tenants. If the Developer elects to assume such obligations, it may only do so if the tenant is still occupying the property and will provide any tenant displaced as a result of the NSP funded acquisition with the assistance outlined in 24 CFR 570.606. If the Developer knows that the ISII did not comply with the NSP tenant protection requirements and vacated the property contrary to the NSP requirements, NSP funds cannot be used to acquire such properties.

Section XXIII. Lead-Based Paint

The Developer agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.487 or 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all NSP-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. Documentation shall be retained in the files for compliance to the above statement.

Section XXIV. Historic Preservation

The Developer agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

Section XXV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Section XXVI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

Section XXVII. WAIVER

The Grantee's failure to act with respect to a breach by the Developer does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF,

The DEVELOPER and CITY have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Joplin Area Habitat for Humanity: A Missouri Nonprofit Organization

By: _____ Date_____
Scott Clayton
Executive Director

Attest:_____
Board Chair

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By:_____ Date_____
Troy Bolander
Director Planning, Development, and Neighborhood Services

Attest:

_____
Barbara Hoeglin
City Clerk

Approved as to form:

_____

Peter Edwards
City Attorney