

NEW MEXICO MORTGAGE FINANCE AUTHORITY  
NINTH AMENDMENT TO PERFORMANCE  
AGREEMENT Contract Number 09-07-SFC-LIN-001

THIS ninth amendment ("Amendment") to the above identified Agreement is entered into as of this 24th day of July, 2012 by and between the **New Mexico Mortgage Finance Authority** ("MFA") and **Santa Fe County Housing Authority** ("Contractor").

WHEREAS, the State having replaced VONM with OptumHealth New Mexico ("Optum"), additional funding has been made available through Optum to continue the Linkages program; and

WHEREAS, in accordance with the 2009 Linkages Permanent Supportive Housing Program Request for Proposals, the MFA is authorized to renew the Contractor for up to three years to continue to provide Linkages services; and

WHEREAS, the Contractor has demonstrated its good standing with the Linkages program and capacity to continue performance of the contractual responsibilities;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Delete the following sentence in Article 2 – Funds to be disbursed:
  - A. The funds to be disbursed under this Agreement shall not exceed a total of Ninety Thousand One Hundred Twenty Dollars and No Cents (\$90,120.00) in program funds and administrative funds
  - B. In its place, insert the following:

The funds to be disbursed under this Agreement shall not exceed a total of One Hundred Eleven Thousand Six Hundred Dollars and No Cents (\$111,600.00) in program funds and administrative funds
2. Delete the following sentence in Article 3 – Term of the Agreement:
  - A. "In any event, all of the services required hereunder shall be completed by June 30, 2012."
  - B. In its place, insert the following:

"In any event, all of the services required hereunder shall be completed by July 31, 2013."

This Amendment shall become effective August 1, 2012.

Except to the extent specifically set forth herein, the Agreement will remain in full force and effect and no rights of the MFA or the Contractor hereunder, nor shall the obligations created thereby be affected.

In the event that there is a conflict between the terms of this Amendment, and the original Agreement, the terms of this Amendment will govern.

IN WITNESS WHEREOF, the parties have executed the amendment.

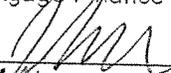
Santa Fe County Housing Authority

By:   
Ron Pacheco

Title: Interim Executive  
Director

Date: 8/9/12

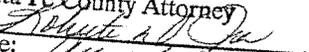
New Mexico Mortgage Finance Authority

By:   
Joseph Montoya

Title: Deputy Director of Programs

Date: 8/16/12

Approved as to form  
Santa Fe County Attorney

By: 

Date: August 6, 2012  
 8/5/12

**NEW MEXICO MORTGAGE FINANCE AUTHORITY  
EIGHTH AMENDMENT TO PERFORMANCE  
AGREEMENT Contract Number 09-07-SFC-LIN-001**

THIS eighth amendment ("Amendment") to the above identified Agreement is entered into as of this 28 day of June 2012 by and between the **New Mexico Mortgage Finance Authority** ("MFA") and **Santa Fe County Housing Authority** ("Contractor").

WHEREAS, the State having replaced VONM with OptumHealth New Mexico ("Optum"), additional funding has been made available through Optum to continue the Linkages program; and

WHEREAS, in accordance with the 2009 Linkages Permanent Supportive Housing Program Request for Proposals, the MFA is authorized to renew the Contractor for up to three years to continue to provide Linkages services; and

WHEREAS, the Contractor has demonstrated its good standing with the Linkages program and capacity to continue performance of the contractual responsibilities;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. A., Delete the following sentence in Article 2 – Funds to be Disbursed:

"The funds to be disbursed under this Agreement shall not exceed Ninety Three Thousand Seven Hundred Seventeen Dollars and No Cents (\$93,717.00) in program funds, plus Five Thousand Eight Hundred Fifty Dollars and No Cents (\$5,850.00) in administrative funds, for total funding in the amount of Ninety Nine Thousand Five Hundred Sixty Seven Dollars and No Cents (\$99,567.00)."

- B. In its place, insert the following:

"The total funds for this contract are being reduced by Nine Thousand Five Hundred Sixty Six and 00/100 Dollars (\$9,566.00). Therefore, the total funds to be disbursed under this Agreement shall not exceed Ninety Thousand One and 00/100 Dollars (\$90,001.00). This amount includes administrative funds."

2. A., Delete the following sentence in Article 3 – Term of the Agreement:

"In any event, all of the services required hereunder shall be completed by June 30, 2012

- B. In its place, insert the following:

"In any event, all of the services required hereunder shall be completed by July 31, 2012."

This Amendment shall become effective June 1, 2012 or upon execution, whichever occurs first.

Except to the extent specifically set forth herein, the Agreement shall remain in full force and effect and no rights of the MFA or the Contractor hereunder, nor shall the obligations created thereby be affected.

In the event that there is a conflict between the terms of this Amendment, and the original Agreement, the terms of this Amendment will govern.

IN WITNESS WHEREOF, the parties have executed the amendment.

Santa Fe County Housing Authority  
By:   
Dodi Salazar

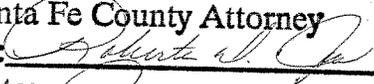
Title: Executive Director

Date: 6/27/12

New Mexico Mortgage Finance Authority  
By:   
Joseph Montoya

Title: Deputy Director of Programs

Date: 6/28/12

Approved as to form  
Santa Fe County Attorney  
By:   
Date: June 26, 2012  
