

**Second Amendment to the Agreement between
City of Merced and Alliance for Community Transformations
for the Community Development Block Grant “Achieving Housing and
Economic Stability with Survivors of Violence”
Security Deposit/Job Cost Assistance and Living Skills Training Program**

This First Amendment to the Agreement between City of Merced and the Alliance for Community Transformations for the Security Deposit/Job Cost Assistance and Living Skills Training Program is made and entered into this _____ day of _____, 2023, by and between the City of Merced, a California Charter Municipal Corporation (“Grantee”), and Alliance for Community Transformations (“Subrecipient”).

WHEREAS, Subrecipient is undertaking a project to assist Grantee with the Housing and Economic Stability program to assist City residents, who are survivors of violence, with security deposit and job cost assistance, as well as living skills training; and

WHEREAS, Grantee and Subrecipient have previously entered into an Agreement for the Housing and Economic Stability Program (\$44,280), dated July 1, 2020, and executed on April 27, 2022, hereinafter referred to as the “Agreement”, and a First Amendment to Agreement dated August 1, 2022; and

WHEREAS, Grantee and Subrecipient desire to amend said Agreement to extend the Term of Performance to allow additional time to successfully expend all of the Program funds and additional time to submit final invoices requesting reimbursement; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section II., “TERM OF PERFORMANCE,” is hereby amended to read as follows:

“SECTION II. TERM OF PERFORMANCE. Services of the Subrecipient shall be considered to have started on July 1, 2021, and eligible expenses will be reimbursable as of that date forward through the agreed-upon expected completion date of the services of this agreement by June 30, 2023. However, as this is prior-year funding (Program

Year 2021) delayed into the 2022-23 program year as a result of the Coronavirus Pandemic, Subrecipient is encouraged to complete all services earlier than this date.

The term of this Agreement and the provisions herein are extended to cover any additional time period after June 30, 2023 (or completion of services, whichever is earlier), during which time the Subrecipient remains in control of CDBG funds for purposes of invoicing eligible costs accrued during the term of performance and for reporting of final outcomes and accomplishments required to close out the grant. All invoices and backup documentation required for reimbursement of eligible expenses shall be submitted to Housing Division staff no later than June 30, 2023. Requests for reasonable extension of this time shall be requested in writing to the Housing Division, to be approved by the Housing Program Supervisor.”

2. Section V., “PAYMENT,” is hereby amended to read as follows:

“SECTION V. PAYMENT. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$44,280. Drawdowns for the payment of eligible expenses shall be made against the line item budgets, grants, and activities specified in Section IV of the First Amendment and in accordance with performance. Each drawdown request shall be accompanied with an invoice itemizing all program expenses, previously drawn program grant funds, thorough backup documentation for each expense (including weekly/biweekly timesheets documenting direct program hours worked to each activity), supporting expenses and calculations, and amount of program funds being requested. The Subrecipient will ensure that all calculations and expenses are correct, allowable, and directly related to this Program before submitting for reimbursements. No amount of reimbursement will be granted for paid time off for any employees of the Subrecipient, including sick hours; accordingly, all

amounts and invoices will be related to the Subrecipient's time put into the Program.

The Subrecipient shall meet with City of Merced Housing Division and Finance Department staff prior to commencement of this program, and whenever deemed necessary thereafter, to review, clarify, and discuss:

1) requirements for reimbursement of invoices; 2) qualifying expenses; and, 3) allowable direct administration expenses per 2 CFR part 200.

The Subrecipient shall submit all applicable and final invoices requesting reimbursement of qualified expenses to City of Merced Housing Division staff no later than June 30, 2023. The final invoice shall be marked "final" and all invoices shall be submitted with wet signature original invoice on single-sided paper."

3. EXCEPT as herein amended, the Agreement dated July 1, 2020, (executed on April 27, 2022), and First Amendment dated August 1, 2022, shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed on the date first above written.

GRANTEE
CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE DIETZ , CITY CLERK

BY: _____
Assistant City Clerk

APPROVED AS TO FORM:

Laurie

Avedisian-

BY Favini

Assistant City Attorney

Digitally signed by: Laurie
Avedisian-Favini
DN: CN = Laurie Avedisian-Favini
email = lfavini@lozanosmith.com
C = US O = Lozano Smith
Date: 2023.02.27 17:19:55 -08'00'

2/27/23

Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

SUBRECIPIENT

Alliance for Community Transformations

BY



(Signature)

Alison Tudor

(Typed Name)

Its: Executive Officer

(Title)

Taxpayer I.D. No. 77-0272319

Address: 1960 P St

City: Merced, CA 95340

Mailing: PO Box 2075

Mariposa, CA 95338-2075

Phone: 209-742-6456

Email: alison@alliance4you.org