

**First 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 (“Program”) is made and entered into this 1st day of Aug, 2022, 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 Program to assist the Subrecipient’s Valley Crisis Center emergency shelter residents, who are survivors of violence, with security deposit and job attainment cost assistance, as well as living skills training; and

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

WHEREAS, Grantee and Subrecipient desire to amend said Agreement to correct the Term of Performance to reflect the Program Year for which eligible expenses are reimbursable and the starting date for which the Program activities will be carried out by Subrecipient, Program Year 2021-22 and July 1, 2021, respectively; and

WHEREAS, Grantee and Subrecipient desire to amend said Agreement to redefine funding sources used to fund this Program to more appropriately match the Expected Resources as presented in the 2021 HUD Annual Action Plan, whereas \$44,280 of 2021 CDBG funding will be used, equaling the previously contracted \$44,280, and which is made possible within the 15% cap for Public Service program funding by an increase in 2021 Program Income received during the 2021-22 Program Year.

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:

Services of the Subrecipient shall be considered to have started on July 1, 2021 (start of the 2021 Program Year), and eligible expenses will be reimbursable as of that date forward through the agreed-upon latest expected completion date of the services of this agreement of March 31, 2023. However, as this Program has experienced delays 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 March 31, 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 April 15, 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 III., "PROGRAM DESCRIPTION," is hereby amended to read as follows:

Type of Program: Public Service

HUD-CDBG Eligible Activity: Other Public Services Not Listed in 03T and 05A-05Y (multiple services: rental housing security deposits, life skills training, and one-time job attainment costs)

HUD Matrix Code: 05Z

Basic Eligibility Citation: 24 CFR 570.201(e)

Service Area: Low- to Moderate Income residents of the Valley Crisis Center Emergency Shelter during the 2021 Program Year

National Objective: Low/Mod Limited Clientele Benefit (LMC) - 24 CFR 570.208(a)(2)(i)(A) – "Presumed Benefit" – Benefit a clientele who are generally presumed to be principally low- and moderate-income persons. Activities that exclusively serve a group of persons in any combination of the following categories, 51% percent of whom are assumed low- and moderate-income: abused children, *battered spouses*, elderly persons,

severely disabled adults, *homeless persons*, illiterate adults, persons living with AIDS, and migrant farm workers.

CPD Performance Measurement System: *Objective:* Creating Suitable Living Environments; *Outcome:* Availability/Accessibility; *Indicators:* 1) number of persons assisted, 2) race, ethnicity, and disability data; 3) Housing Benefit: number of persons provide security deposit assistance; 4) Homeless Prevention through attainment of stable income: number of persons assisted and who successfully gained employment through job attainment cost assistance; 5) Homeless Prevention through development of life and personal financial skills: number of persons assisted with life skills/financial skills/personal development classes; and, 6) Amount of money leveraged from other Federal, state, local, and private sources, per activity.

3. Section IV., "BUDGET," is hereby amended to read as follows:

<u>Line Item</u>	<u>Amount:</u>
Activity #'s 1 through 3 – Direct Program Costs	\$ 39,852
*Activity #4– Activity Delivery Costs/Admin (10% grant max)	\$ 4,428
<u>TOTAL</u>	<u>\$ 44,280</u>

Reimbursable administrative expenses directly related to the Program shall be limited to 10 percent (10%) of the total grant. **At grant closeout (final invoice), any remaining administrative budget line funds not needed for administrative purposes (Activity #4) shall be used towards Activities 1 through 3, if there are any such remaining eligible expenses to be reimbursed.*

Indirect costs are generally not allowed with this program, so as to provide maximum services directly to the targeted clientele and strengthen the impact of this program. Any indirect costs the Subrecipient wishes to charge must be consistent with the conditions of Paragraph VIII(C)(2) of this Agreement and with HUD's requirements for documenting indirect cost calculations. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

CDBG grant year funds utilized for this Program:

• 2021 Program Year (Grant #B-21-MC-06-0044)	\$ 44,280
Total:	\$ 44,280

The Grant Funds shall be used exclusively in a new budget as follows (combines proposed budgets from the Subrecipient's 2020-21 and 2021-22 funding request applications) – this supersedes Exhibits A1 and A2 and any references to Exhibits A1 and A2 contained elsewhere within the Agreement:

Administrative Costs:	\$ 3,648
Supplies:	2,540
Transportation/Business Travel:	1,051
Rental/Deposit Assistance:	25,000
Insurance:	550
<u>Staffing for Program:</u>	<u>11,491</u>
Total:	\$ 44,280

Recognizing that actual costs can change over time for various uncontrollable reasons, if minor adjustments are required to the proposed budgets as the Program is implemented, Subrecipient shall submit change requests to the Housing Program Supervisor for approval in writing (email) prior to invoice submittal.

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

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

GRANTEE
CITY OF MERCED
A California Charter Municipal Corporation

BY: Stephanie Dutz
City Manager

ATTEST:
STEPHANIE DIETZ , CITY CLERK

BY: [Signature]
Deputy City Clerk
Assistant



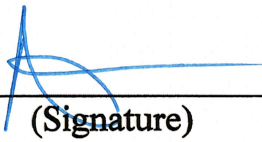
APPROVED AS TO FORM:

BY [Signature] 7/21/2022
City Attorney Date

301917
ACCOUNT DATA: PO 144851

BY: [Signature]
Verified by Finance Officer
No funds to encumber. xc 8/12/22
ML# 14337 8/12/22 DL PL 8/12/22

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