

CITY CLERK - CONTRACTS SCAN SHEET

CONTRACT #: 11115A

CONTRACTING PARTY: CITY OF IRVINE COMMUNITY SERVICES
DEPARTMENT

CONTRACT DATE: 01/20/2021

EXPIRATION DATE: 02/25/2021

DESCRIPTION: AMENDED EXHIBIT A TO REFLECT A REVISED
DESCRIPTION OF PROJECT SERVICES AND
PROJECT PERFORMANCE MEASUREMENT
PLAN

AMOUNT: SHALL NOT EXCEED \$282,581.00

DEPARTMENT: COMMUNITY DEVELOPMENT

ITEM #:

MEETING DATE:

**FIRST AMENDMENT TO CARES ACT COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG-CV) MEMORANDUM OF UNDERSTANDING**

This FIRST AMENDMENT TO CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) MEMORANDUM OF UNDERSTANDING (“First Amendment”) is entered into as of this 20th day of January, 2021, by and between the **CITY OF IRVINE COMMUNITY DEVELOPMENT DEPARTMENT, NEIGHBORHOOD SERVICES DIVISION** (“Recipient”), and **CITY OF IRVINE COMMUNITY SERVICES DEPARTMENT**, (“Subrecipient”).

R E C I T A L S

A. Recipient participates in the Community Development Block Grant program administered by the United States Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 *et. seq.*) as amended from time to time, and the regulations promulgated thereunder (24 C.F.R. § 570 *et seq.*). Pursuant to the Community Development Block Grant program, Recipient receives funds from HUD (“CDBG Funds”) to be used for the support of community development activities that meet at least one of the three national objectives of the program of benefitting low and moderate income persons, preventing and eliminating slums and blight, and addressing a community development need having a particular urgency.

B. Recipient and Subrecipient entered into a CARES Act Community Development Block Grant (CDBG-CV) Memorandum of Understanding on July 1, 2020 (the “MOU”), pursuant to which Recipient agreed to provide financial assistance to Subrecipient in the form of a grant of CDBG funds (“City Grant”) for implementation of the Project.

C. This First Amendment is in the vital and best interests of the City of Irvine and the welfare of its residents, and in accordance with the purpose and provisions of the Community Development Block Grant program.

A G R E E M E N T

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Recipient and Subrecipient hereby agree as follows:

1. **AMENDED EXHIBIT “A”.**

The Project Detail attached to the MOU as Exhibit “A” is hereby amended to reflect a revised Description of Project Services and Project Performance Measurement Plan. The revised Description of Project Services reflects an amended description to address changes attributable the COVID-19 pandemic and the Program Performance Measurement Plan reflects an amended goal, reducing the number of unduplicated people to be served from 500 to 160 at the request of Subrecipient.

2. MISCELLANEOUS.

2.1 Any additional or supplementary provisions or modifications or alterations to the provisions of the MOU as amended by this First Amendment are set forth in the Special Requirements section of the Project Detail attached hereto as Exhibit "A". In the event of a conflict between the provisions of the Special Requirements and any other provision of the MOU or this First Amendment, the provisions of the Special Requirements shall take precedence and govern.

2.2 Severability. If any term, provision, covenant, or condition of this First Amendment is determined to be invalid, void, or unenforceable, the remainder of this First Amendment shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this First Amendment.

2.3 Authority to Execute. The person(s) executing this First Amendment on behalf of the parties hereto warrant that (a) such party is duly organized and existing, (b) they are duly authorized to execute and deliver this First Amendment on behalf of said party, and (c) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment.

2.4 Execution in Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

2.5 Effect on the MOU. Except as modified by this First Amendment all of the terms of the MOU shall remain in full force and effect.

2.6 Exhibit "A". This First Amendment incorporates by reference the following Exhibit attached hereto:

Exhibit A Project Detail

(Signatures on next page)

IN WITNESS WHEREOF, Recipient and Subrecipient have entered into this First Amendment to be effective as of the date set forth above.

Address:

City of Irvine
Community Development Department
Neighborhood Services Division
P.O. Box 19575
Irvine, CA 92623-9575
Attn: Housing Administrator

“RECIPIENT”

CITY OF IRVINE COMMUNITY
DEVELOPMENT DEPARTMENT

By: 
Director of Community Development

Date: 01/19/21

Address:

City of Irvine
Community Services Department
P.O. Box 19575
Irvine, CA 92623-9575
Attn: Director of Community Services
Email Address: pbaird@cityofirvine.org

“SUBRECIPIENT”

CITY OF IRVINE COMMUNITY
SERVICES DEPARTMENT

By: 
Director of Community Services

Date: 01/19/21

EXHIBIT “A”

PROJECT DETAIL

[ATTACHED]

EXHIBIT A

PROJECT DETAIL
CITY OF IRVINE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-CV)

Version: Amendment 1 **Date:** January 20, 2021

Program: Irvine Meals on Wheels

Subrecipient Agency: City of Irvine Community Services Department

Agency Type: Government **Faith Based:** No

Federal EIN: 95-2759391 **DUNS:** 07-2511363

Agency Address: One Civic Center Plaza, Irvine, CA 92623

Location of Service: Citywide

Contact Person: Denise Bennett-Arabatzis **Tel:** (949) 724-6913

Title: Social Services Supervisor

Email: dbennett@cityofirvine.org

DESCRIPTION OF PROJECT SERVICES
<p>Irvine Meals on Wheels (IMOW) is the primary food delivery program for homebound seniors in Irvine. For over 38 years The City of Irvine has partnered with National Charity League-Irvine Chapter, and community volunteers to provide this vital health and support services for frail elderly Irvine residents.</p> <p>Subject to the CARES Act and emerging policy from HUD, including program regulations and waivers, CDBG-CV Funds will be used to provide vital public services designed to prevent, prepare for, and respond to the COVID-19 pandemic. This includes services to address nutritional needs of Irvine Seniors requiring home-delivered meals due to COVID-19 and the indefinite shutdown of the City's senior congregate meals program at the three (3) senior centers. Priority recipients include homebound seniors who live alone, have multiple medical and mobility problems or have experienced a recent hospitalization.</p> <p>The City will use these funds to pay additional costs to the program for home delivery of meals to additional program participants as a result of COVID-19. Additionally, the program will provide "grab and go" services and other nutritional service models as necessary to adapt to the changing realities of the COVID-19 pandemic.</p>

EXHIBIT A

PROJECT BUDGET (Eligible Project Expenses)

Expenses may not be incurred until this Agreement has been fully executed and the Contract Officer issues a Notice to Proceed. Attention is further directed to Section 3 of the MOU concerning specific conditions precedent to disbursement of City Grant proceeds.

Authorized Personnel Expenses:

Salaries	\$ 200,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Personnel Subtotal:	\$ 200,000.00

Authorized Non-Personnel Expenses:

Food, Supplies, and Personal Protective Equipment	\$ 82,581.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Non-Personnel Subtotal:	\$ 82,581.00

Total CDBG Project Budget: \$ 282,581.00

EXHIBIT A

PROJECT PERFORMANCE MEASUREMENT PLAN

The ratio of disbursement of City Grant proceeds to Subrecipient shall not exceed the ratio of progress toward achieving the Project-Specific Performance Measurements identified in the Project Performance Measurement Plan, except that when the Participant has achieved 90% of the Project-Specific Performance Measurement Plan, this requirement shall not apply.

CDBG Eligibility Citation: 24 C.F.R. §570.201(e)
Public Services

CDBG National Objective Citation: 24 C.F.R. §570.208(a)(2)(i)(A)
Low- and Moderate-Income Limited Clientele - Income Presumed

Objective: Creating a Suitable Living Environment

Outcome: Availability / Accessibility

Performance Indicator: People (Unduplicated)

Performance Goal: 160

IMPLEMENTATION SCHEDULE

Goal Attainment Percentage		Target Date	Expenditure Goal
<u>27</u>	<u>17%</u>	<u>3/31/21</u>	<u>\$ 47,097</u>
<u>53</u>	<u>33%</u>	<u>6/30/21</u>	<u>\$ 94,194</u>
<u>80</u>	<u>50%</u>	<u>9/30/21</u>	<u>\$ 141,291</u>
<u>107</u>	<u>67%</u>	<u>12/31/21</u>	<u>\$ 188,387</u>
<u>133</u>	<u>83%</u>	<u>3/31/22</u>	<u>\$ 235,484</u>
<u>160</u>	<u>100%</u>	<u>6/30/22</u>	<u>\$ 282,581</u>

EXHIBIT A

SPECIAL REQUIREMENTS

Low- and Moderate-Income Limited Clientele – Presumed

Pursuant to 570.208(a)(2)(i)(A), the activity benefits a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers. Supporting documentation must be collected for each client served by an activity under the presumed group designation. The documentation required to be maintained as part of the client file for each respective presumed group includes:

Elderly persons: **Copy of government issued I.D. with date of birth**

Duplication of Benefits

A duplication of benefits (DOB) occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Within the CDBG-CV program, all grantees are bound by Section 312 of the Stafford Act, as amended by the DRRRA, and the OMB Cost Principles within 2 CFR § 200 that requires all costs to be "necessary and reasonable for the performance of the Federal award." The Subrecipient shall adhere to HUD CDBG-CV guidance and regulations concerning DOB.

Additional CDBG-CV Requirements Published by HUD

CDBG-CV is an emergency disaster appropriation administered by the U.S. Department of Housing and Urban Development. Accordingly, all applicants for assistance shall certify an impact as a result of COVID-19 and shall certify that there is no duplication of benefits (e.g., they are not receiving funding for the same expense from another source). Additionally, HUD may publish additional regulations and requirements or waivers to existing requirements during the period of performance of the Agreement. Subrecipient agrees to comply with any additional requirements, to the best of its ability, subsequent to notification of changes to requirements. Such notification shall be supplied by the City.

EXHIBIT A

If you have any questions concerning the content of this agreement or require technical assistance to ensure compliance with the CDBG-CV program requirements, please contact the Neighborhood Services Division.

Charles Kovac
Housing Administrator
P.O. Box 19575
Irvine, CA 92623-9575
Phone: (949) 724-7452
Email: ckovac@cityofirvine.org

Herica Sanchez
CDBG Consultant
P.O. Box 19575
Irvine, CA 92623-9575
Phone: (949) 724-7461
Email: hsanchez@cityofirvine.org

SUBRECIPIENT ACKNOWLEDGEMENT

Subrecipient agrees to the terms and conditions of the Agreement, inclusive of this Exhibit A.



Pamela Baird, Director of Community Services

01/19/21

Date

CITY OF IRVINE CONTRACT OFFICER APPROVAL



Charles Kovac, Housing Administrator

01/19/21

Date