

**FIRST AMENDMENT TO COMMUNITY DEVELOPMENT  
BLOCK GRANT AGREEMENT**  
**(Public Services)**

This FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Public Services) (“First Amendment”) is entered into as of this 5<sup>th</sup> day of February, 2024, by and between the **CITY OF IRVINE**, a California municipal corporation (“City”), and **Irvine Public School Foundation**, (“Participant”).

**R E C I T A L S**

A. City 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, City 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. City and Participant entered into a Community Development Block Grant Agreement (Public Services) on July 1, 2023 (the “Agreement”), pursuant to which City agreed to provide financial assistance to Participant in the form of a grant of CDBG funds (“City Grant”) for implementation of the Program.

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, City and Participant hereby agree as follows:

1. **AMENDED EXHIBIT “A”.**

The Exhibit “A” Program Detail Performance Measurement Plan reflects an amended goal, reducing the number of unduplicated people to be served from 75 people to 60 people. This change is necessary to accommodate the summer enrichment classes which are more costly due to condensed sessions format and increased total hours of program.

2. **MISCELLANEOUS.**

2.1 Any additional or supplementary provisions or modifications or alterations to the provisions of the Agreement as amended by this First Amendment are set forth in the Special Requirements section of the Program 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

Agreement 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 Agreement. Except as modified by this First Amendment all of the terms of the Agreement shall remain in full force and effect.

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

Exhibit A    Program Detail

(Signatures on next page)

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

Address:

City of Irvine  
City Manager's Office – Housing Services  
P.O. Box 19575  
Irvine, CA 92623-9575  
Attn: Housing Manager

“CITY”

CITY OF IRVINE, a California municipal corporation

DocuSigned by:  
By: Keri Bullock  
5621F394093B49C...  
Acting Housing Manager

Date: 2/13/2024

ATTEST:

DocuSigned by:  
Carl Petersen  
0ECAD91E02E547D...  
Carl Petersen, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
Jeff Melching  
DABF8686180C4BB  
City Attorney

Address:

Irvine Public Schools Foundation  
1 Post Ste. 250  
Irvine, CA 92618

“PARTICIPANT”

DocuSigned by:  
By: Neda Eaton  
57EB315946274A6...

Its: CEO

Date: 2/8/2024

Attn: Neda Eaton, President/CEO

Email Address: neaton@ipsf.net

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “A”**

**PROGRAM DETAIL**

[ATTACHED]

**EXHIBIT A**

<b>PROGRAM DETAIL</b>
<b>CITY OF IRVINE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM</b>

<b>Version:</b>	<u>Amendment 1</u>	<b>Date:</b>	<u>February 5, 2024</u>
<b>Program:</b>	<u>Program Scholarships</u>		
<b>Participant Agency:</b>	<u>Irvine Public Schools Foundation</u>		
<b>Agency Type:</b>	<u>Non-Profit</u>	<b>Faith Based:</b>	<u>No</u>
<b>Federal EIN:</b>	<u>33 0733191</u>	<b>UEI:</b>	<u>ZMHCCDKMLCQ8</u>
<b>Agency Address:</b>	<u>1 Post, Ste. 250, Irvine, CA 92618</u>		
<b>Location of Service:</b>	<u>Same as above</u>		
<b>Contact Person:</b>	<u>Stephanie Bynon</u>	<b>Tel:</b>	<u>(949) 265-6411</u>
<b>Title:</b>	<u>Program Manager</u>		
<b>Email:</b>	<u><a href="mailto:sbynon@ipsf.net">sbynon@ipsf.net</a></u>		

<b>DESCRIPTION OF PROGRAM SERVICES</b>
<p>IPSF provides direct financial support by providing scholarships at up to 100% of class tuition cost for all extremely-low income and homeless children. Classes include: The Afterschool Classroom Enrichment program (ACE) is offered to students in grades K-8</p> <p>ACE is offered to IUSD students in grades K-12 in-person and online class options during the academic year (July-June). Current class offerings focus on STEAM, which include coding, science, technology, and art as well as chess, sports, speech and debate, and more, offered both online and in-person to provide enrichment opportunities to benefit diverse needs of students. Because the majority of ACE classes are offered in-person on IUSD campuses, this program supports families with reliable and enriching afterschool childcare.</p> <p>SEA is offered to incoming students in grades K-12 at various IUSD campuses (June - August). The majority of classes are taught by current IUSD teachers giving them additional financial opportunities during the summer months. Classes offerings include: grade prep, science, art, technology, and English Immersion Academy. The Summer 2023 program is planned for full-day on-campus instruction with online class options.</p> <p><b>Amendment- Program Detail Performance Measurement Plan is revised to reduce the number of unduplicated people to be served from 75 people to 60 people</b></p>

**EXHIBIT A****PROGRAM PERFORMANCE MEASUREMENT PLAN**

*The ratio of disbursement of City Grant proceeds to Participant shall not exceed the ratio of progress toward achieving the Program-Specific Performance Measurements identified in the Program Performance Measurement Plan, except that when the Participant has achieved 90% of the Program-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)(B)  
Low- and Moderate-Income Limited Clientele - Requires  
Income Documentation

**Objective:** Creating a Suitable Living Environment

**Outcome:** Availability / Accessibility

**Performance Indicator:** People (Unduplicated)

**Performance Goal:** 60

**IMPLEMENTATION SCHEDULE**

Goal Attainment   Percentage		Target Date	Expenditure Goal
<u>15</u>	<u>25%</u>	<u>9/30/23</u>	<u>\$ 3,750</u>
<u>30</u>	<u>50%</u>	<u>12/31/23</u>	<u>\$ 7,500</u>
<u>45</u>	<u>75%</u>	<u>3/31/24</u>	<u>\$ 11,250</u>
<u>60</u>	<u>100%</u>	<u>6/30/24</u>	<u>\$ 15,000</u>

EXHIBIT A

PROGRAM BUDGET (Eligible Program 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 Agreement concerning specific conditions precedent to disbursement of City Grant proceeds.

Authorized Personnel Expenses:

	\$ 0.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Personnel Subtotal:	\$ 0.00

Authorized Non-Personnel Expenses:

Program Scholarships	\$ 15,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Non-Personnel Subtotal:	\$ 15,000.00
Total CDBG Project Budget:	\$ 15,000.00

**EXHIBIT A****INDIRECT COST SELECTION****Type of Indirect Rate (Select One)**

*Select the type of indirect rate applicable to this Agreement. This rate will apply for the life of this grant and may not be changed.*

**Decline Indirect Cost Rate**

- ☒ Participant Agency received a copy of the City's Indirect Costs Policy and elects to decline reimbursement for indirect costs. Participant Agency understands this selection may not be changed during the term of this Agreement.

**Federally Negotiated Indirect Cost Rate**

- ☐ Participant Agency previously negotiated or currently has an approved indirect cost rate with a Federal (cognizant) agency. A copy of the most recently approved rate agreement is attached. Participant Agency shall provide City with a more current rate once it is approved by the Federal (cognizant) agency.  
Participant Agency's Federally Negotiated Indirect Cost Rate is \_\_\_\_\_ %.

**Federally Accepted De Minimis Indirect Cost Rate**

- ☐ Participant Agency does not have a current Federally Negotiated Indirect Cost Rate (including provisional). Participant Agency requests as a condition of this Agreement to charge a flat de minimis indirect cost rate of 10 percent of modified total direct costs (MTDC).

**Negotiated Indirect Cost Rate**

- ☐ Participant Agency does not currently plan to obtain a Federally Negotiated Indirect Cost Rate. Participant Agency elects to negotiate an indirect rate of Modified Total Direct Costs (MTDC).  
Participant Agency requests an indirect rate of \_\_\_\_\_ %. (Not to exceed 15%)
- ☐ If the rate is below 10 percent, Participant Agency shall follow the De Minimis rules (no receipts).
- ☐ Indirect costs shall be charged to the grant on an item-by-item basis. Participant shall maintain documentation of receipts for indirect items \$250 and over and shall provide such documentation to City upon request.
- ☐ Participant Agency has accounting practices in place that support charging costs to a cost allocation pool. Participant Agency shall submit cost allocation supporting documentation for allocations of \$250 or more.



**EXHIBIT A****SPECIAL REQUIREMENTS****Low- and Moderate-Income Limited Clientele – Family Size and Income**

Pursuant to 570.208(a)(2)(i)(B), the activity serves clientele whose family income does not exceed 80 percent of area median income adjusted for household size based on the current income limits published by the U.S. Department of Housing and Urban Development. Participant shall collect source documentation for each client household to substantiate household composition, size and the income of all adult household members. Such documentation should include, at a minimum, copies of three (3) recent consecutive paycheck stubs, Federal Income Tax Returns filed within the last year, copies of letters from the Social Security Administration or a public benefit or welfare provider showing gross amounts received by the household, bank statements showing direct deposits, pension checks or statements, court decrees establishing child support or spousal support payments, or other form(s) of third party source documentation of income.

**Indirect Cost Rate**

Pursuant to 2 CFR §200.332(a)(4), the Indirect Cost Rate for the Participant shall be an approved federally recognized indirect cost rate negotiated between the Participant and the Federal government, or, if no such rate exists, either the De Minimis indirect cost rate as defined in 2 CFR §200.414(f) Indirect (F&A) costs or a negotiated indirect cost rate between the City and Participant.

EXHIBIT A

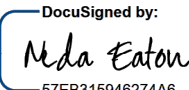
*If you have any questions concerning the content of this agreement or require technical assistance to ensure compliance with the CDBG program requirements, please contact the Housing Division.*

Keri Bullock  
Acting Housing Manager  
P.O. Box 19575  
Irvine, CA 92623-9575  
Phone: (949) 724-6430  
Email: [kbullock@cityofirvine.org](mailto:kbullock@cityofirvine.org)

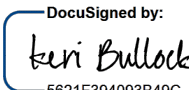
Herica Sanchez  
CDBG Consultant  
P.O. Box 19575  
Irvine, CA 92623-9575  
Phone: (909) 476-9696 ext. 106  
Email: [hsanchez@mdg-ldm.com](mailto:hsanchez@mdg-ldm.com)

PARTICIPANT ACKNOWLEDGEMENT

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

DocuSigned by:  
  
57EB315946274A6  
Neda Eaton, President and CEO  
2/8/2024  
Date

CITY OF IRVINE CONTRACT OFFICER APPROVAL

DocuSigned by:  
  
5621E304093B49C  
Keri Bullock, Acting Housing Manager  
2/13/2024  
Date