



**AMENDMENT TO AGREEMENT
BETWEEN CITY OF CONCORD
AND
Mt. Diablo Unified School District
FOR CARES Expanded Learning Program**

CHILD CARE DEVELOPER FEES, PUBLIC SERVICES

This Amendment is to the Agreement entered into on July 1, 2022 (“EFFECTIVE DATE”) by and between the CITY OF CONCORD, a municipal corporation, (“CITY”) MT. DIABLO UNIFIED SCHOOL DISTRICT (hereinafter "SUBRECIPIENT").

WHEREAS, the CITY and SUBRECIPIENT entered into an agreement dated July 1, 2022, for needed public services to low and moderate-income persons of the CITY which would not otherwise be possible without these funds (the “Agreement”); and

WHEREAS, the parties hereto desire to amend the agreement to extend the term of the Agreement through July 1, 2023 to June 30, 2024 and provide for additional compensation therefore.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree to the following amendments. All language in the Agreement not referenced in this Amendment shall remain unchanged:

Section I. SCOPE OF SERVICE,

B. National Objectives, Paragraph 2 of the Agreement is hereby amended to read as follows:

In accordance with Department of Housing and Urban Development ("HUD") requirements, the activities carried out with funds provided under this Agreement must meet CDBG Program's national objective of benefiting low/moderate income persons. CDBG maximum income limits for extremely low-, very low-, and low-income households are provided annually by HUD. Attached hereto and incorporated herein are the June 2023 Income Limits governing the use of CDBG funds (**Exhibit A**), which exhibit shall supersede and replace the Exhibit A attached to the original Agreement.

C. Level of Accomplishment, is hereby amended to read as follows:

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to operate the Program throughout the term of this Agreement. The Subrecipient is responsible for employing a trained and qualified staff and a sufficient number of volunteers needed to carry out the Program.

Objective: Creating a Suitable Living Environment.

Outcome: Availability/Accessibility.

Indicator: Number of persons assisted with access to new or improved services.

Primary Outcome/Goal statement: The Program provides comprehensive, on-site after school programs to provide services to approximately 1045 students at five elementary schools (Cambridge, Meadow Homes, Ygnacio Valley, Wren Avenue and Fair Oaks) and two middle schools (El Dorado and Oak Grove) in the Monument Corridor, Solano Way and Willow Pass neighborhoods. Services include academic support and intervention, arts and enrichment, health and nutrition education, sports and fitness activities, leadership and youth development and family events. Program will provide services to 1,045 Persons.

Section II of the Agreement, TIME OF PERFORMANCE, is amended to read as follows:

Services of the Subrecipient shall start on the 1st day of July, 2023, and end on the 30th day of June, 2024, as amended by this Agreement unless earlier terminated in accordance with the terms of this Agreement. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient may remain in control of CDBG funds or other assets including program income, at City's sole discretion.

Quarterly report, Expense Summary, Sources and Uses report, Request for Reimbursement and Board of Directors meeting minutes are due no later than:

Period to be covered	Due Date
1st Quarter (July 1, 2023 - September 30, 2023)	October 15, 2023
2nd Quarter (October 1, 2023 - December 31, 2023)	January 15, 2024
3rd Quarter (January 1, 2024 - March 31, 2024)	April 15, 2024
Year-End Close-Out (April 1, 2024 - June 30, 2024)	July 15, 2024

Section III of the Agreement, PAYMENT, is hereby amended to read as follows:

It is expressly agreed and understood that the total amount to be paid by the City under this Amendment to Agreement shall not exceed **Fifty Thousand Dollars (\$50,000 CCDF funds)**. To the extent practicable, the use of CCDF funds shall be used on a pro rata basis with other funds provided to this Program. Requests for reimbursement for the payment of eligible expenses shall be based upon information submitted by the Subrecipient consistent with the approved Annual Agreement Budget, attached hereto and made a part hereof as **Exhibit B**, which exhibit shall supersede and replace the Exhibit B attached to the original Agreement. Requests for reimbursement must be completed online in City Data Services and a signed hard copy mailed via United States Postal Service with the backup specified in the Consortium Demand Procedures (**Exhibit C**), which exhibit shall supersede and replace the Exhibit C attached to the original Agreement. At a minimum, requests for reimbursement must be submitted on a quarterly basis. Demands may be submitted more frequently, if needed. The payment of requests for reimbursement is contingent upon the timely submission of Quarterly Reports, Sources and Uses reports, and any other required reports and/or documents.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110, and as specified in Section VII C.4, Payment Procedures.

Section IV of the Agreement, NOTICES, is hereby amended to read as follows:

All notices required by this Agreement must be in writing and delivered via United States Postal Service, certified and with postage prepaid or by commercial courier or personal delivery. Any notice delivered or sent in the manner described above shall be effective on the date of delivery or sending. All notices and other written communication concerning this Agreement and/or any amendments hereto shall be directed to the following, unless otherwise modified by written notice:

TO CITY:	Leng Power, Community Services Manager City of Concord 1950 Parkside Drive, MS/10 Concord, CA 94519-2578 Telephone: 925-603-5838 Fax: 925-671-3449 E-mail: Leng.Power@cityofconcord.org
TO SUBRECIPIENT:	Stephanie Roberts, Director of Partnerships & MTSS Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519 Telephone: 925-682-8000 Fax: N/A Email: robertss@mdusd.org

Except as expressly amended herein, all terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement.
Mt. Diablo Unified School District, a California nonprofit corporation.

By: _____
Stephanie Roberts
Director of Partnerships & MTSS
robertss@mdusd.org

By: _____
Dr. Adam Clark
Superintendent, Mt. Diablo Unified School District
clarka@mdusd.org

City of Concord, a municipal corporation:

By: _____
Valerie Barone
City Manager

APPROVED AS TO FORM:

By: _____
Susanne Meyer Brown
City Attorney

ATTEST:

By: _____
Joelle Fockler
City Clerk

FINANCE DIRECTOR'S CERTIFICATION: CONCORD, CA

DATE: _____, 2023

I hereby certify that adequate funds exist or will be received during the fiscal year 2023/24 to pay the anticipated expenses to be incurred pursuant to this contract.
To wit: the sum of **Fifty Thousand DOLLARS (\$50,000 CCDF Funds)** from Account #46088001Z01-66600-8845.

FINANCE DIRECTOR'S SIGNATURE

Income Limits

CONTRA COSTA COUNTY CDBG PROGRAM Income Limits by Household Size - Effective June 15, 2023			
Maximum income of households which are:			
Persons per Household	Extremely Low-Income (30% of AMI)	Very-low Income (50% of AMI)	Low Income (80% of AMI)
1	\$31,050	\$51,800	\$78,550
2	\$35,500	\$59,200	\$89,750
3	\$39,950	\$66,600	\$100,950
4	\$44,350	\$73,950	\$112,150
5	\$47,900	\$79,900	\$121,150
6	\$51,450	\$85,800	\$130,100
7	\$55,000	\$91,700	\$139,100
8	\$58,550	\$97,650	\$148,050
Extremely low-income households are defined as households earning 30 percent or less of area median income (AMI) ; very-low income households earn 50 percent or less AMI; low-income households earn 80 percent or less AMI subject to HUD caps; and median households earn 100 percent AMI.			
Source: U.S. Department of Housing and Urban Development.			

FY 2023/24 AGREEMENT BUDGET
Agency: Mt. Diablo Unified School District
Program: CARES Expanded Learning Program

Budget Item		Concord CDBG Funds	Other Funds	Total
Staff Salaries				
Teachers	40% FTE	\$0	\$309,276	\$309,276
Custodians	0% FTE	\$0	\$193,960	\$193,960
Enrichment Specialists	0% FTE	\$0	\$14,500	\$14,500
Coordinator of ASP	100% FTE	\$0	\$124,959	\$124,959
Director of Partnerships	100% FTE	\$0	\$65,206	\$65,206
Fiscal Analyst	100% FTE	\$0	\$75,044	\$75,044
Senior Secretary	100% FTE	\$0	\$22,000	\$22,000
Employee Benefits		\$0	\$233,501	\$233,501
Subtotal		\$0	\$1,038,446	\$1,038,446
Other Expenses				
Rent		\$0	\$7,080	\$7,080
Travel		\$0	\$12,000	\$12,000
Equipment		\$0	\$63,000	\$63,000
Client Transportation		\$0	\$31,000	\$31,000
Enrichment - Bel Air Elementary		\$0.00	\$2,500	\$2,500
Enrichment - Rio Vista Elementary		\$0.00	\$2,500	\$2,500
Enrichment - Riverview Middle		\$0.00	\$2,500	\$2,500
Enrichment - Shore Acres Elementary		\$0.00	\$2,500	\$2,500
Enrichment - Cambridge Elementary		\$7,142.00	\$0	\$7,142
Enrichment - El Dorado Middle		\$7,148.00	\$0	\$7,148
Enrichment - Fair Oaks Elementary		\$7,142.00	\$0	\$7,142
Enrichment - Meadow Homes Elementary		\$7,142.00	\$0	\$7,142
Enrichment - Oak Grove Middle		\$7,142.00	\$0	\$7,142
Enrichment - Wren Avenue Elementary		\$7,142.00	\$0	\$7,142
Enrichment - Ygnacio Valley Elementary		\$7,142.00	\$0	\$7,142
Materials & Supplies		\$0	\$592,000	\$592,000
Subagreements/Contracts		\$0	\$8,267,582	\$8,267,582
Other Operating Expense		\$0	\$9,450	\$9,450
Indirect Cost		\$0	\$60,835	\$60,835
Subtotal		\$50,000	\$9,052,947	\$9,102,947
TOTAL:		\$50,000	\$10,091,393	\$10,141,393

Source of Other Funds	
Federal	\$262,799
State	\$9,818,594
CDBG Contra Costa	\$10,000
TOTAL:	\$10,091,393

Community Development Block Grant (CDBG) Request for Reimbursement Procedures

The pre-reimbursement requirements, procedures and back-up documentation required for requesting payment from Concord uses an online Request for Reimbursement form on City Data Services.

APPLICABLE FEDERAL REGULATIONS

- Circular A-110: Administrative Requirements for Federal Grants Awarded to Non-Profit Organizations
- Circular A-122: Cost Principles for Non-Profit Organizations

The OMB circulars can be downloaded off the Internet by going to the website <http://www.hud.gov> (click on search, which brings up a site index, click on publications, click on OMB circulars).

GENERAL INFORMATION

- Requests for Reimbursement are paid, as the name implies, on a **reimbursement basis** and should be submitted **at a minimum quarterly**, or more frequently, if needed.
- To the extent practicable, CDBG funds should, during the year, be **disbursed on a pro rata basis** with other finances provided to the project.
- **Current quarterly reports** MUST be received in order to process any claim for payment.
- If **changes in staff** occur during the program year, written notification must be sent to affected Consortium members, and the program staff list must be updated in City Data Services, within 10 working days.
- If your organization moves to a **new location**, please notify CDBG staff of the new address in writing in a timely manner.
- Agencies that **expend \$500,000 or more in a year in Federal awards** are required to have a **single audit** conducted for that year. Please **upload** a copy of the Single Audit in City Data Services and notify ALL funding jurisdictions.

BEFORE PROCESSING REQUESTS FOR REIMBURSEMENT, THE FOLLOWING MUST BE PROVIDED:

- A fully executed **project agreement**.
- Current **insurance certificate(s)**. Insurance must be kept current throughout the contract year.
- A program staff list (if funding is for personnel) listing all employees who will be working on the program along with their titles, list of CDBG activities and tasks, hourly pay rates or billable rates and approximate percentage of a full time equivalent (FTE) to be spent on the program per pay period.
- An Authorized Signatory Form uploaded to City Data Services.
- Completed NEPA review and, if applicable, obtained a release of funds from HUD. (Completed by CDBG Staff)

SUBMITTING CITY REQUESTS FOR REIMBURSEMENT

- To request payment from Consortium cities, use the Request for Reimbursement form on City Data Services.
- In City Data Services, complete the following:
 - 1) Expense Summary;
 - 2) Quarterly Sources and Uses Report. Click on "import expenses from expense summary" to populate the expense fields;
 - 3) Request for Reimbursement. Click on "import values" for the appropriate quarter to populate the fields with expenses from the Sources and Uses.

- Submit the form. Go to the yellow Reports page and print the form. The submitted Request for Reimbursement must have an original signature in blue ink. Mail to the city contact for which you are requesting reimbursement along with any necessary backup documentation. **Attach the Daily Time Tracking Sheet for staff being paid by CDBG and also upload it to the Expense Summary in City Data Services.**
- To the Request for Reimbursement form, attach the **Expense Summary Form** from City Data Services which details all personnel and operating expenses.
- Before submitting your final Request for Reimbursement, if it appears that you will exceed a line item by more than 10%, **request a budget modification from your city grant contact.**

REQUIRED DOCUMENTATION FOR ALL REQUESTS FOR REIMBURSEMENTS

Ongoing Subrecipients (funded in the prior program year) are required to submit:

- A detailed **Expense Summary Form in City Data Services with each reimbursement request along with vendor invoices.**
- The personnel expense summary will show for each employee whose costs are being claimed: the number of hours worked on the program each pay period, the number of hours for which reimbursement is being requested, the hourly pay rate/billable rate and the corresponding check numbers and check dates, as well as the amounts being claimed for taxes and benefits.
- The operating expense summary will show the amounts being claimed for reimbursement along with the corresponding vendor references, payment dates and check numbers.
- **NEW: Daily Time Tracking Sheet** with a breakdown of staff hours, activities and tasks for each CDBG jurisdiction.

New Subrecipients are required to submit:

- The **Expense Summary Form AND for the first six months of the program year source documentation for personnel costs claimed**, consisting of employee time sheets and payroll registers/earnings reports.
- **Copies of vendor invoices AND for the first six months of the program year copies of the checks.**
- Time Tracker Activity Log with a breakdown of staff hours, activities and tasks for each CDBG jurisdiction.

NON-ALLOWABLE EXPENSES

It is our policy not to reimburse Subrecipients for the following expenses:

- cost of food, drinks, or food related items, unless these expenses directly pertain to the program services provided
- computer hardware or software costs (unless prior approval is granted)
- cellular phone expense (unless prior approval is granted)
- fundraising costs
- costs of recruiting staff or volunteers
- employee bonuses
- training costs, unless the training directly pertains to the provision of program services.

AFTER DEMANDS ARE RECEIVED

- After receiving requests for payment, CDBG staff review them for compliance with project agreement specifications, eligibility of expenses, and compliance with regulations.
- Demands take approximately two to three weeks to process providing everything is in order.
- Payment of demands is contingent on the timely submission of all required reports.