

**Third
Amendment
TO THE COMMUNITY DEVELOPMENT BLOCK
GRANT
AGREEMENT
(\$290,448)**

Between

County of Santa Barbara

and

PATH



PATH Santa Barbara Phase 3 Renovation

Community Development Block Grant

Assistance Listing Number 14.218

**Third Amendment
to the
Community Development Block Grant Agreement For
PATH Santa Barbara Phase 3 Renovation**

This Third Amendment to Community Development Block Grant Capital Project Agreement (“Amendment”) is made and entered into by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”), and PATH, a California nonprofit public benefit corporation (“SUBRECIPIENT”) with reference to the following:

Recitals

WHEREAS:

- A. COUNTY and SUBRECIPIENT are parties to that certain Community Development Block Grant Capital Project Agreement dated December 13, 2022, as amended by that certain First Amendment dated June 15, 2023, and that certain Second Amendment dated November 28, 2023 (as amended, the “AGREEMENT”) pursuant to the Community Development Block Grant program administered by the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (42 U.S.C. §§ 5301 et seq.), and the regulations promulgated thereunder (24 CFR Part 570) to carry out renovations to PATH’s Santa Barbara shelter (“PROJECT”), as more specifically described in the Scope of Work attached as Exhibit A to the AGREEMENT; and
- B. The PROJECT is currently under implementation but will not be completed by March 31, 2024; and
- C. COUNTY and SUBRECIPIENT desire to extend the term of the AGREEMENT until June 30, 2024.

NOW, THEREFORE, in consideration of the provisions, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the AGREEMENT as follows:

1. TERM: The first sentence of Section II of the AGREEMENT is hereby amended by replacing the first sentence of Section II of the AGREEMENT to read in its entirety as follows:

“The term of this Agreement shall begin on the Effective Date, and shall end on June 30, 2024, unless earlier terminated in accordance with the provisions of this Agreement (“Term”).”

2. EXHIBIT B: Section 2 of Exhibit B to the AGREEMENT is hereby amended by replacing Section 2 of Exhibit B to read in its entirety as follows:

Item	Milestone	Completion Date
A	Funding Available for Project	January 2023
B	Advertise and Obtain Competitive Bids	October 2023
C	Contract Award	November 2023
D	Installation Begins	February 2023
E	50% Complete	March 2024
F	Project Completion	April 2024
G	Final Billing Submitted	April 2024

This timeline may be revised from time-to-time. Revisions or project delays must be communicated to HCD staff. The project must be completed and all project expenditures reimbursed with CDBG funds by June 30, 2024.

3. CERTIFICATION OF SIGNATORIES: Each of the signatories to this Amendment represents and warrants that such signatory is duly authorized to execute this Amendment, and that no additional signatures are required to bind such party to its terms and conditions, or to carry out any of such party’s duties or obligations hereunder. The parties hereto each represent and warrant that:

(a) This Amendment has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.

(b) There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this Amendment.

(c) The consummation of the transactions hereby contemplated and the performance of this Amendment will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which SUBRECIPIENT is a party or which is otherwise binding on SUBRECIPIENT. SUBRECIPIENT agrees that it shall provide to COUNTY, upon COUNTY’s request, evidence that the execution and delivery of this Amendment has been duly authorized by SUBRECIPIENT.

3. EXECUTION IN COUNTERPARTS: This Amendment may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed

to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

4. Except as set forth in Sections 1 and 2, above, this Amendment shall not modify or change any of the provisions of the AGREEMENT, and the parties to the AGREEMENT are bound by its provisions, as amended herein.

[Signatures appear on the following page]

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this Third Amendment to Community Development Block Grant Capital Project Agreement by their respective authorized officers as set forth below, to be effective as of the first date fully executed by all of the parties hereto.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

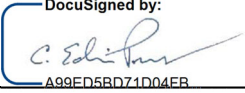
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
STEVE LAVAGNINO
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER


COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
JESUS ARMAS, DIRECTOR


By:  _____
Deputy Auditor-Controller

By:  _____
Department Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

SUBRECIPIENT: PATH

By:  _____
Deputy County Counsel

By:  _____
Chief Regional Officer

APPROVED AS TO FORM:
GREG MILLIGAN, ARM, AIC
RISK MANAGEMENT

By:  _____
Risk Manager