

**First
Amendment
TO THE COMMUNITY DEVELOPMENT BLOCK
GRANT AGREEMENT
(\$335,000)**

Between

County of Santa Barbara

and

Girls Incorporated of Carpinteria



Girls Incorporated Kitchen Renovation
Community Development Block Grant

Assistance Listing Number 14.218

**First Amendment
to the
Community Development Block Grant Agreement For
Girls Incorporated of Carpinteria
Girls Incorporated Kitchen Renovation**

This First 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 Girls Incorporated of Carpinteria, 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 August 22, 2023 (“AGREEMENT”), to carry out renovations of SUBRECIPIENT’s commercial kitchen (“PROJECT”), as more specifically described in the Scope of Work attached to the AGREEMENT as Exhibit A, pursuant to the Community Development Block Grant program (“CDBG”) 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); and
- B. Due to increased costs for project management to ensure compliance with CDBG requirements and timely implementation of the PROJECT, SUBRECIPIENT has requested an additional amount not to exceed \$35,000 in CDBG funds to cover project management costs necessary to complete the PROJECT.

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. BUDGET: The AGREEMENT is hereby amended by replacing Exhibit B to the AGREEMENT in its entirety with Exhibit B in the form attached hereto and incorporated herein by this reference.

2. 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.

4. 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.

5. Except as set forth in Section 1, 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 First 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:

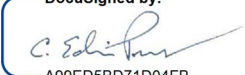
By: _____
Deputy Clerk

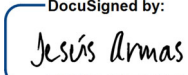
By: _____
STEVE LAVAGNINO
Chair, Board of Supervisors

Date: _____

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

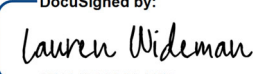
COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
JESÚS ARMAS, DIRECTOR


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By: _____
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Deputy Auditor-Controller

DocuSigned by:

By: _____
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Department Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

SUBRECIPIENT: GIRLS INCORPORATED OF CARPINTERIA

DocuSigned by:

By: _____
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Deputy County Counsel

DocuSigned by:

By: _____
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Board President

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

DocuSigned by:

By: _____
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Risk Manager

Exhibit B**BUDGET**

Project Name: Girls Inc. of Carpinteria Kitchen Rehab

1. Project Budget

	COUNTY CDBG	OWNER FUNDS	TOTAL BUDGET
DESIGN	\$15,000		\$15,000
PROJECT MANAGEMENT*	\$35,000		\$35,000
CONSTRUCTION	\$285,000	\$190,000	\$475,000
TOTAL	\$335,000	\$190,000	\$525,000

*Project Management costs reimbursable with CDBG funds are not to exceed the amount listed in this budget line item. In the event that project management costs are less than this amount, any excess funds in this line item will be rescinded by the County and may not be applied to other line items.

Except as noted above, the amounts in each line item may be adjusted with the approval of the County; provided, however, that the total contract amount does not change and the level of environmental review completed for the project is still applicable.

2. Timeline

Item	Milestone	Completion Date
A	Funding Available for Project	August 31, 2023
B	Advertise and Obtain Competitive Design Bids	September 30, 2023
C	Design Contract Award	November 30, 2023
D	Advertise and Obtain Competitive Construction Bids	February 29, 2024
E	Construction Contract Award	March 15, 2024
F	Construction Begins	March 31, 2024
G	50% Complete	May 15, 2024
H	Project Completion	June 30, 2024
I	Final Billing Submitted	July 15, 2024

This timeline may be revised from time to time. Revisions or project delays must be communicated promptly to HCD staff. Excessive delays could result in termination of this agreement and repayment of all CDBG funds reimbursed to Subrecipient under this agreement.

3. Draw Requests

Draw requests must include:

- a. Expenditure Summary and Payment Request (ESPR) – County form
- b. Supporting documentation (to include all check items below):

- Third-party invoices or receipts
- Proof of payment, such as copies of cancelled checks
- Lien Waivers
- Davis-Bacon Certified Payrolls, reviewed and approved by the Subrecipient
- Payroll records, including timesheets delineating time worked on CDBG-eligible activities and payroll journals showing gross pay and deductions (if salaries are included in the project budget)