

**Eighth Amendment to the
COMMUNITY DEVELOPMENT BLOCK GRANT
AGREEMENT
(\$870,585)**

Between

County of Santa Barbara

and

Cuyama Valley Recreation District



Park Improvements
Community Development Block Grant

Federal Assistance Listing Number 14.218

Eighth Amendment
To the
Community Development Block Grant Agreement For
Cuyama Valley Recreation District Park Improvements
Between
County of Santa Barbara (COUNTY)
And
Cuyama Valley Recreation District (OWNER)

Recitals

WHEREAS:

1. The COUNTY has received funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Community Development Block Grant program 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) ("Regulations"), for the purpose of supporting community development activities that benefit low- and moderate-income persons; and
2. On July 11, 2017, the County Board of Supervisors adopted and approved submittal to HUD the Santa Barbara County CDBG Urban County FY 2017-2018 Action Plan which committed CDBG funding in the amount of Three Hundred and Forty-One Thousand Hundred Dollars (\$341,000), for the Cuyama Valley Recreation District Park Improvements ("PROJECT") located in New Cuyama, California; and
3. On November 14, 2017, the parties entered into an AGREEMENT to carry out the PROJECT; and
4. On September 27, 2018, the parties entered into a First Amendment to extend the term of the AGREEMENT to March 30, 2019; and
5. On March 19, 2019, the parties entered into a Second Amendment to extend the term of the AGREEMENT to March 30, 2020; and

6. In November 2019, Phase 1 of the PROJECT that included installation of a skate park was completed at the cost of \$87,018, leaving a balance of \$253,982 for Phase 2 of the PROJECT that includes development of a concession stand and restrooms for the ball fields; and
7. On March 24, 2020, the parties entered into a Third Amendment to extend the term of the AGREEMENT to March 31, 2021; and
8. On May 5, 2020, the parties entered into a Fourth Amendment to provide additional funding for the PROJECT in the amount of \$58,485, for a total funding for the PROJECT in an amount not to exceed \$399,485, leaving a balance of \$312,467 in CDBG funds for Phase 2 of the PROJECT; and
9. On March 29, 2021, the parties entered into a Fifth Amendment to extend the term of the AGREEMENT to September 30, 2021; and
10. On June 15, 2021, the parties entered into a Sixth Amendment to provide additional funding for the PROJECT in the amount of \$100,000, for a total funding for the PROJECT in an amount not to exceed \$499,485, leaving a balance of \$412,467 for Phase 2 of the PROJECT, and to extend the term of the AGREEMENT to June 30, 2022; and
11. On May 3, 2022, the parties entered into a Seventh Amendment to provide additional funding for the PROJECT in the amount of \$257,479 for a total funding for the PROJECT in an amount not to exceed \$756,964, leaving a balance of \$669,946 for Phase 2 of the PROJECT, and to extend the term of the AGREEMENT to June 30, 2023; and
12. The PROJECT is underway and, due to increased costs of construction and additional PROJECT technical requirements identified during the construction process, additional CDBG Funds and time are necessary to complete the PROJECT.

NOW THEREFORE, COUNTY and OWNER hereby agree to amend the AGREEMENT as follows:

1. The amount of the COUNTY Grant is increased by \$113,621, for a total COUNTY Grant amount not to exceed \$870,585 (of which \$783,567 shall be allocated to Phase 2).
2. The attached Exhibit B shall supersede and replace the existing Exhibit B to the AGREEMENT in its entirety.

3. The attached Exhibit C shall supersede and replace the existing Exhibit C to the AGREEMENT in its entirety.

This Eighth 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.

Except as set forth above, this Eighth Amendment shall not modify or change any of the provisions of the AGREEMENT, which AGREEMENT shall continue in full force and effect, and the parties hereto and to the AGREEMENT continue to be bound by its provisions, as further amended herein.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Eighth Amendment by their respective authorized officers, as set forth below, to be effective as of the date executed by all parties hereto.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
JOAN HARTMANN
Chair, Board of Supervisors

Date: _____

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

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
GEORGE CHAPJIAN, DIRECTOR

DocuSigned by:
Robert Geis
By: _____
D25019E2AF004BE...
Deputy Auditor-Controller

DocuSigned by:
George Chapjian
By: _____
89FB8FFFE9E4F2...
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
Lauren Wideman
By: _____
8E464D822C84458...
Deputy County Counsel

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

DocuSigned by:
Gregory Milligan
By: _____
DC240AC1E04247D...
Risk Manager

CONTRACTOR:
CUYAMA VALLEY RECREATION DISTRICT


DocuSigned by:

BY: _____
7F70863000F24A0...
Laura Finney
Board President

Exhibit B**BUDGET**

Project Name: Cuyama Valley Recreation District
Project #: 7C03CO

1. Project Budget

OWNER agrees that both Phase 1 and Phase 2 of the Project must be completed in order for the Project to be eligible for CDBG Funds. If any part of the Project identified in Exhibit – A Scope of Work or Exhibit B – Budget is not completed, OWNER agrees to repay to COUNTY all CDBG Funds paid to OWNER for the Project. OWNER also agrees that the Project must be completed in accordance with the timeline in Section 2 or the Project may be deemed as ineligible for CDBG Funds.

Phase 1

	COUNTY CDBG	OWNER FUNDS	TOTAL BUDGET
Skate Park	\$87,018	\$0	\$87,018
Total Phase 1 Budget	\$87,018	\$0	\$87,018

Phase 2

Construction work has begun per County Authority and Notice to Proceed

	COUNTY CDBG	OWNER FUNDS	TOTAL BUDGET
Site work and infrastructure	\$519,765	\$0	\$519,765
Structure Cast – modular unit	\$133,500	\$0	\$133,500
Project Soft Costs	\$130,302	\$0	\$130,302
Total Phase 2 Budget	\$783,567	\$0	\$783,567

The amounts in each line item may be adjusted with the approval of COUNTY HCD; 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

OWNER agrees that COUNTY may cancel the Project and deem it ineligible for CDBG Funds if OWNER fails to show satisfactory progress in accordance with this timeline, as determined by COUNTY, and OWNER agrees to repay COUNTY all CDBG Funds paid to OWNER for the Project.

Milestone	Completion Date
Funding Available for Project	November, 2017
Receive Notice to Proceed from HCD	November, 2017
Complete Work on Phase 1 – Skate Park	November, 2019
Advertise for Competitive Construction Bids on Phase 2 – Concessions and Restrooms	April, 2022
Construction Contract Award for Phase 2 – Concessions and Restrooms	May, 2022
Construction Begins on Phase 2 – Concessions and Restrooms	May, 2022

Complete work on Phase 2 – Concessions and Restrooms	October, 2022
Final Billing Submitted	October, 2022

This timeline may be revised from time-to-time as authorized by the Director of COUNTY CSD. Revisions or project delays must be communicated to COUNTY HCD staff. In any event the Project must be completed and all Project expenditures reimbursed with CDBG Funds by June 30, 2023.

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 OWNER
- 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)

EXHIBIT C
EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

FY 2022 - 23
July - June

INSTRUCTIONS: Complete tab 2 first, then complete only the yellow shaded cells on tab 1. Print, sign and submit

Agency Name Cuyama Valley Recreation District
 Program Name Park Improvements
 Address _____
 Contact Person Laura Finney
 Phone 661-301-4192
 Email finney28tpd@yahoo.com

Invoice/Request # _____
 Date Submitted _____
 Check one: CDBG HOME
 IDIS # 716
 HCD Project # 7C03CO
 PO/Contract No _____
 Report Period: _____
 Month _____
 Quarter _____

Expiration Date June 30, 2023
 (enter month for capital projects and quarter for public services)

Qtr 1 (July - Sep) Qtr 2 (Oct - Dec)
 Qtr 3 (Jan - Mar) Qtr 4 (Apr - Jun)

SUBMIT COMPLETED FORM TO Carlos Jimenez Housing Program Specialist
 Phone: 805-568-3529 Email: cjimenez@countyofsb.org

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Cat. 1 Restroom/Concession Building Construction Costs		\$ 519,765.00	\$ -	\$ -	\$ 519,765.00
Cat. 2 Structure Cost		\$ 133,500.00	\$ -	\$ -	\$ 133,500.00
Cat. 3 Project Soft Costs		\$ 130,302.00	\$ -	\$ -	\$ 130,302.00
Cat. 4 Skate Park		\$ 87,018.00	\$ 87,018.00	\$ -	\$ -
TOTAL		\$ 87,018.00	\$ 87,018.00	\$ -	\$ 783,567.00

Check this box if this is the final payment. Any balances will be rescinded and returned to the County.

Certification:

I certify to the best of my knowledge and belief that this report is true and complete, and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer _____ Title _____
 Name _____ Title _____
Signature _____ **Signature** _____
 Date _____ Date _____

Public Service programs: Payment requests are due for each quarter by the **10th** of the month following quarter end.

Capital Projects: Payment requests are due monthly by the **10th** of the month following the reporting month.

This form has been tailored for the funding year noted in the upper-right corner of this form. Other ESPR forms are obsolete.