

**Fourth
Amendment
TO THE COMMUNITY DEVELOPMENT BLOCK
GRANT AGREEMENT
(\$427,891)**

Between

County of Santa Barbara

and

Santa Barbara Neighborhood Clinics



**Septic System Abandonment and Public Sewer
Facility Connection Improvements
Community Development Block Grant**

Assistance Listing Number 14.218

**Fourth Amendment
to the
Community Development Block Grant Agreement For
Santa Barbara Neighborhood Clinics
Septic System Abandonment and Public Sewer Facility Connection Improvements**

This Fourth 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 Santa Barbara Neighborhood Clinics, 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 7, 2021, as amended by that certain First Amendment dated June 16, 2022, and as amended by that certain Second Amendment dated December 13, 2022, and as amended by that certain Third Amendment dated November 28, 2023 (as amended, the "AGREEMENT"), to carry out abandonment of an existing septic system, public sewage facility tie-in, and planning and related activities ("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 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. 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 December 31, 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 commence effective as of December 7, 2021, and shall end on December 31, 2024, unless earlier terminated in accordance with the provisions of this Agreement.”

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	September 2023
C	Contract Award	December 2023
D	Installation Begins	March 2024
E	50% Complete	April 2024
F	Project Completion	May 2024
G	Final Billing Submitted	June 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 December 31, 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 Fourth 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

By: *Sheila Guena*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Steve Lavagnino*
STEVE LAVAGNINO
Chair, Board of Supervisors

Date: 3-12-24

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

DocuSigned by:
Betsy Schaffer
A99ED5BD71D04FB...
Deputy Auditor-Controller

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

DocuSigned by:
Jesús Armas
E33B804A6E03475...
Department Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
Lauren Wideman
8F464D822684458...
Deputy County Counsel

SUBRECIPIENT: SANTA BARBARA NEIGHBORHOOD CLINICS

DocuSigned by:
Norman Colavincenzo
40D728B5FE5549E...
NORMAN COLAVINCENZO, Board President

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

DocuSigned by:
Gregory Milligan
05F555F00260486...
Risk Manager