

Attachment G
Cuyama Valley Recreation District, 4th Amendment to CDBG Agreement

**Fourth
Amendment
TO THE COMMUNITY DEVELOPMENT BLOCK
GRANT
AGREEMENT
(\$399,485)**

Between

County of Santa Barbara

and

Cuyama Valley Recreation District



Park Improvements
Community Development Block Grant

Catalog of Federal Domestic Assistance Number 14.218

Fourth Amendment
To the
Community Development Block Grant Agreement For
Cuyama Valley Recreation District Park Improvements

WHEREAS, the County of Santa Barbara (COUNTY) executed an Agreement (AGREEMENT) between the COUNTY and CUYAMA VALLEY RECREATION DISTRICT (OWNER), dated November 14, 2017, pursuant to the Community Development Block Grant program from the United States Department of Housing and Urban Development ("HUD") 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"); and

Recitals

WHEREAS:

1. The COUNTY has received funds from the United States Department of Housing and Urban Development ("HUD") under the Community Development Block Grant program, hereafter referred to as CDBG, under Title I of the Housing and Community Development Act of 1974, as amended, 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 of the Santa Barbara County CDBG Urban County 2017-2018 Action Plan which reserved 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. Section II describes the Term of the AGREEMENT as ending on September 30, 2018; and
5. On September 27, 2018, the parties entered into a First Amendment to extend the term of the AGREEMENT to March 30, 2019; and
6. On March 19, 2019, the parties entered into a Second Amendment to extend the term of the AGREEMENT to March 30, 2020;

7. On March 24, 2020, the parties entered into a Third Amendment to extend the term of the AGREEMENT to March 31, 2021, with provision which Term may be extended up to a maximum of 6 months until September 30, 2021 by the Director of the County Community Services Department, or designee, at his or her discretion;
8. One element of the PROJECT, purchase and installation of a skate ramp has been completed, while a second element of the PROJECT scope of work involving purchase and installation of a Modular Concession Stand and Restrooms, remains under implementation;
9. In regard to the remaining project work, a need for additional funding in the amount of \$58,485 has been identified to enable PROJECT completion by OWNER and the PROJECT Scope of Work has been revised in order to reflect this additional funding.
10. The November 14, 2017 initial agreement provided funding in the amount of \$341,000 to PROJECT.

NOW THEREFORE, it is mutually agreed by COUNTY and OWNER to amend the PROJECT budget by providing additional funding in the amount of \$58,485 identified as necessary to complete the PROJECT. As modified by this 4th Amendment, the Agreement shall provide funding for the Project in an amount not to exceed \$399,485.

Except as set forth hereof, 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 on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART
Chair, Board of Supervisors

Date: _____

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

By:  _____
Deputy Auditor- Controller

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

By:  _____
Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____
Deputy County Counsel

OWNER: CUYAMA VALLEY RECREATION DISTRICT

By:  _____
Board President

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By:  _____
Risk Manager

EXHIBIT A

SCOPE OF WORK FOR CDBG CAPITAL PROJECTS

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

AGREEMENT AMOUNT: \$399,485

INTRODUCTION

This Scope of Work is attached to and incorporated into the Subrecipient Agreement (Agreement) between the County of Santa Barbara (COUNTY) and Cuyama Valley Recreation District (OWNER). The purpose of this Scope of Work is to further describe the project requirements referenced in the Agreement.

1. FEDERAL REGULATORY INFORMATION

A. CDBG National Objective: *Benefit to low- and moderate- income (LMI) persons*

HUD Matrix Code: 03F, Parks,
Recreation Facilities

Proposed Number of beneficiaries: 580

B. Beneficiaries. Beneficiaries who will benefit from the project are to be counted by the total number of (check one):

PEOPLE: count person(s) served or include all members of the family

OR

HOUSEHOLDS (all members of a household are counted as one household)

C. The Project will be carried out under (check one):

24 CFR 570.208(a)(1) Area Benefit
List neighborhoods and census tracts in which the Activity will be carried out:

Neighborhoods:

Census Tracts: 001800

OR

24 CFR 570.208(a)(2) Limited Clientele

Select which method of income verification that must be used:

Self-Certification. Provide justification for using self-certification.

OR

Verification of income per 24 CFR Part 5.609 (referred to as "Part 5")

OR

Presumed Benefit: Homeless Persons per 24 CFR Part 570.208 (a) (2) (A). No income qualification of clients is required; provided, however, that the subrecipient exclusively serves persons who meet the HUD definition of Presumed Beneficiaries as provided in the subrecipient's by-laws, charter, or Articles of Incorporation.

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

Scope of Work to be performed

The Cuyama Valley Recreation District is the sole provider of recreational opportunities to the Cuyama Valley. The service area includes 3 low-income areas of Santa Barbara County (New Cuyama, Cuyama & Ventucopa). The 13 acre park is in desperate need of upgrading.

The project includes construction of permanent restrooms that will allow participants to remain at the events/activities for extended periods of time. The project also includes construction of a small concession area adjacent to the restrooms in order to facilitate safe food handling/sales for events/activities held at the park.

A skate park will also be constructed. The Cuyama Valley is a very low-income community and we need to provide no to low cost activities for our residents to participate in. Since there are very few actual sidewalks in New Cuyama and skating on our poorly paved roads is a hazard, a free skate park is the ideal solution for youth engagement

Goals and Community Impact

The outcome of the restroom/concession project will be a cleaner, safer park that will entice community members and tourists to participate in more events/activities for a longer duration.

A free use skate park will be open from dawn to dusk for skaters to enjoy. The outcome will be less skateboarding accidents on the unimproved streets, more people engaging in outdoor physical activity at our park, and juveniles will be positively engaged in a healthy activity.

Local Jurisdictions rules and regulations

Owner agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations.

3. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

OWNER shall submit the following reports to the Division of Housing and Community Development (HCD) using the form provided by HCD and attached as an Exhibit to the Subrecipient Agreement:

- a. Monthly project status report (Exhibit F, Sections I & II)
- b. Completion Report (Exhibit F, Sections I & III)
- c. Annual Report, submitted annually for five years following the completion of the project (Exhibit F, Sections I & IV)

*HCD will provide a form for the collection of beneficiary income and demographic information which includes (not applicable to projects qualified as "Area Benefit" under Section 1. C):

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member: White, Black or African American, Asian, American Indian or Alaska Native, Native Hawaiian or Other Pacific Islander, American Indian or Alaska Native and White, Asian and White, Black or African American and White, American Indian or Alaska Native and Black or African American, Other Multi-Racial.
NOTE: Both ethnicity AND race category must be selected for each household member
- Signature attesting to the accuracy of the information submitted.

4. RECORD-KEEPING AND MONITORING

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD, as prescribed in 24 CFR 91.520 (See Section VII.B.2 of the

Agreement). Files shall be made available to the County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between County and Owner
2. Draw Requests and supporting documentation
3. Beneficiary Data
4. Annual audits
5. Records of compliance with federal procurement rules when the Owner awards contracts, utilizing CDBG funds, for services, supplies, materials or equipment, that are in the amount of \$100,000 or more, or when CDBG funds, in any amount, are used for construction activities. SubGrantees should follow their local jurisdictions or State procurement policies; provided that they are not in conflict with applicable federal law. Labor clauses contained in HUD-4010 and the applicable Davis-Bacon wage rate decision must be a physical part of a bid package. *2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
 - a. Copies of bid documents
 - b. Copies of contracts
 - c. Copies of all payments and supporting documentation to contractors and vendors
6. Records pertaining to Labor Laws and Requirements
<http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>
7. Davis-Bacon wage rate decisions when project costs are \$2,000 or more
8. Davis-Bacon weekly payroll records, including overtime records
9. Section 3 outreach efforts, for contracts between the County and SubGrantee that are in the amount of \$100,000 or more, and for contracts between the SubGrantee and its sub-contractors that are in the amount of \$200,000 or more
10. Women and Minority Business Enterprise - outreach efforts and records of contracts with woman- and minority-owned businesses
11. Copies of contracts with sub-contractors
12. Records of lead-based paint assessment, abatement and final clearance, if applicable
13. Records of asbestos assessment, abatement and final clearance, if applicable
14. Records of acquisition and/or relocation, if applicable