

**Third
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

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

This Third Amendment to Community Development Block Grant Capital Project Agreement, dated November 28, 2023 (the "Effective Date"), 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 (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 ("CDBG") administered by 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); and
- B. Due to increased costs required to complete PROJECT construction, SUBRECIPIENT has requested an additional \$40,000 in CDBG funds to complete the PROJECT; and
- C. SUBRECIPIENT's lease for use of the PROJECT site expires on December 31, 2026, which is prior to the conclusion of the five-year continuation of use requirement imposed by the CDBG program and implemented in the AGREEMENT at section II.B. ("Reversion of Assets"); however, SUBRECIPIENT has the option to extend the site lease for an additional five-year term beginning January 1, 2027; and
- D. COUNTY and SUBRECIPIENT desire to extend the term of the AGREEMENT until March 31, 2024, as the PROJECT is currently under implementation but will not

be completed by December 31, 2023.

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 March 31, 2024, unless earlier terminated in accordance with the provisions of this Agreement.”

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

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.

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 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 AGREEMENT by their respective authorized officers as set forth below to be effective as of the Effective Date.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: *Shirley LaGuerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *[Signature]*
DAS WILLIAMS
Chair, Board of Supervisors

Date: 11-28-23

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

DocuSigned by:
Robert Guis
D25019E2AE094BE
Deputy Auditor-Controller

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

DocuSigned by:
George Chapian
Department Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
Lauren Wideman
B7481D922C84458
Deputy County Counsel

SUBRECIPIENT: SANTA BARBARA NEIGHBORHOOD CLINICS

DocuSigned by:
Norman Colavincenzo
Board President

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

DocuSigned by:
Greg Milligan
D2C8AC1E6247D
Risk Manager

Exhibit B**BUDGET**

Project Name: PATH Santa Barbara Phase 3 Renovation
Project #: 2C01CO

1. Project Budget

| | COUNTY CDBG | OWNER FUNDS | TOTAL BUDGET |
|-------------------------|------------------|-------------|------------------|
| SOFT COSTS | \$43,935 | | \$43,935 |
| CONSTRUCTION HARD COSTS | \$246,513 | | \$246,513 |
| TOTAL | \$290,448 | | \$290,448 |

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 | January 2023 |
| B | Advertise and Obtain Competitive Bids | October 2023 |
| C | Contract Award | November 2023 |
| D | Installation Begins | December 2023 |
| E | 50% Complete | February 2024 |
| F | Project Completion | March 2024 |
| G | Final Billing Submitted | March 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 March 31, 2024.

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)