

**FIRST AMENDMENT TO  
COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT  
WITH ASOCIACIÓN DE EMPRENDEDOR@S**

This First Amendment to the Community Development Block Grant Subrecipient Agreement ("First Amendment") is made and entered into as of December 7, 2022 ("Effective Date") by and between the City of San Bernardino, a California municipal corporation and charter city ("City"), and Asociación De Emprendedor@S, a California corporation ("Subrecipient"). City and Subrecipient are sometimes referred to herein individually as a "Party" and collectively as "Parties."

**RECITALS**

A. The City and the Subrecipient have entered into a Community Development Block Grant Subrecipient Agreement, dated July 1, 2021, for the purpose of the City providing to Subrecipient a subgrant from Community Development Block Grant ("CDBG") funds provided to the City by the United States Department of Housing and Urban Development ("HUD") (the "Agreement").

B. The Parties desire to amend the Agreement to extend the term of the Agreement to March 31, 2023.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this First Amendment and the Agreement, the Parties mutually agree as follows:

**AGREEMENT**

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment to Section 4 of the Agreement. Section 4 of the Agreement is hereby amended to read in its entirety as set forth in Exhibit "A" to this Agreement, which is attached hereto and incorporated herein by this reference.

3. Full Force. Except as amended by this First Amendment, all provisions of the Agreement, including, without limitation, the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

4. Electronic Transmission. A manually signed copy of this First Amendment that is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes. This First Amendment may be signed using an electronic signature.

5. Counterparts. This First Amendment may be signed in counterparts, each of which shall constitute an original.

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment on the Effective Date first herein above written.

**CITY OF SAN BERNARDINO**

**SUBRECIPIENT**

APPROVED BY:

\_\_\_\_\_  
Robert D. Field  
City Manager

\_\_\_\_\_  
Signature

APPROVED AS TO FORM:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

\_\_\_\_\_  
Title

## Exhibit "A"

### Amended Section 1 of the Agreement

#### "Section 1. Definitions.

##### **Definitions.**

The following capitalized terms used in this Agreement shall have the following meanings:

**"Agreement"** means this Community Development Block Grant Subrecipient Agreement by and between the City and the Subrecipient.

**"Budget"** means the budget supplied by Subrecipient which (i) specifies how Subrecipient proposes that the Subgrant Proceeds be allocated among the following permitted uses: Rehabilitation Construction Costs, Construction Soft Costs and Administrative Costs, and (ii) is attached hereto as Exhibit B and incorporated herein by this reference.

**"CDBG"** is defined in Recital A hereof.

**"CDBG Funds"** is defined in Recital A hereof.

**"C.F.R."** means the Code of Federal Regulations.

**"City"** is defined in the initial paragraph of this Agreement and includes any assignee of or successor to the rights, powers and responsibilities of the City. The Director of the Department of Community and Economic Development of the City of San Bernardino, or such person's designee (hereinafter defined as the "City's Representative") shall represent the City in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by the City, the City's Representative is authorized to act on behalf of the City unless this Agreement specifically provides otherwise or the context should otherwise require.

**"City's Representative"** means the Executive Director of the City's Community Development Department, or such person's designee.

**"Costs"** means the supplies and materials necessary to provide Subrecipient's Services, including, without limitation, mileage and telephone costs.

**"Covenants Re: Use of Federal Funds"** means those additional covenants of Subrecipient required due to the federal source of the Subgrant Proceeds which are attached hereto as Exhibit D and incorporated herein by this reference.

**"Date of Agreement"** is defined in the initial paragraph of this Agreement.

**"Default"** is defined in Section 7.1 hereof.

**"Eligible Household"** refers to low income households, whose gross annual income may not exceed the low-income limits defined as up to 80 percent of the San Bernardino County area median income (AMI) adjusted for household size and determined annually by the U.S. Department of Housing and Urban Development (HUD).

**"HUD"** is defined in Recital A hereof.

**"Maximum Amount of Subgrant"** means \$35,000

**"Parties"** is defined in Recital E hereof.

**"Parties"** is defined in Recital E hereof.

**"Program Income"** means gross income received by Subrecipient directly generated from the use of CDBG Funds. When such income is generated by an activity that is only partially assisted with CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. See Exhibit E attached hereto and 24 C.F.R. § 570.500(a) for a fuller description of Program Income.

**"Progress Reports"** is defined in Section 3 of the Scope of Services.

**"Salary and Benefits"** means the reasonable salary and benefits to be paid by Subrecipient to Staff.

**"Scope of Services"** means the description of the Subrecipient's Services which is attached hereto as Exhibit A and incorporated herein by this reference.

**"Staff"** means each of the persons, individually, and all of the persons, collectively, hired by the Subrecipient to provide Subrecipient's Services under this Agreement.

**"Subgrant"** is defined in Section 2.1 hereof.

**"Subgrant Proceeds"** means the proceeds of the Subgrant.

**"Subrecipient"** is defined in the initial paragraph of this Agreement. The Subrecipient's Representative shall represent Subrecipient in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by Subrecipient, the Subrecipient's Representative is authorized to act on behalf of Subrecipient unless this Agreement specifically provides otherwise or the context should otherwise require.

**"Subrecipient's Representative"** means Monica Robles.

**"Subrecipient's Services"** means the services provided by Subrecipient pursuant to this Agreement and includes, but is not limited to, the provision of the services set forth in the Scope of Services.

**"Rehabilitation Costs"** means costs associated with the completion of City approved projects as outlined in Exhibit A.

**"Term"** is defined in Section 4 hereof.

**"Term Expiration Date"** means March 31, 2023."