KERN COUNTY
Planning & Natural Resources

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November 17, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED AMENDMENT NO. 1 TO AGREEMENT NO. 094-2025 WITH BOYS & GIRLS CLUBS OF KERN COUNTY (NONPROFIT) TO PROVIDE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE LAMONT BOYS AND GIRLS CLUB BUILDING RENOVATION AND IMPROVEMENTS, CD PROJECT NO. 29.22.1
(Fiscal Impact: $313,436; Federal Grant; Budgeted; Discretionary) (S.D.s #4)

On February 25, 2025, your Board approved Agreement No. 094-2025 with the Boys and Girls Club of Kern County (NONPROFIT) to provide $241,909 in Community Development Block Grant (CDBG) funds provided by the Department of Housing and Urban Development (HUD) for implementation of renovations of the NONPROFIT's Boys and Girls Club Building, located in the unincorporated community of Lamont. However, an additional $313,436 in CDBG funds are needed to implement the project due to project bidding and direct delivery costs. The project includes the design, facility rehabilitation and replacement of the roof, roofing materials and insulation, replacement of the existing HVAC system, and the demolition and replacement of ceiling and overhead lighting fixtures. Amendment No. 1 would increase the total amount of CDBG funds committed to the project to $536,938.40.

NONPROFIT has executed Amendment No. 1 to Agreement 094-2025 for the project. County Counsel has reviewed and approved the amendment to the agreement as to form.

Therefore, **IT IS RECOMMENDED** that your Board approve the attached Amendment No. 1 to the Agreement with the Boys and Girls Club of Kern County and authorize the Chairman to sign.

Sincerely,

CRAIG M. MURPHY, Director
Kern County Planning and Natural Resources Department

CMM:JG:pg

Attachment

BOYS & GIRLS CLUBS
OF KERN COUNTY

Authorization to Apply for County Funding

Resolution

The Board of Directors of Boys & Girls Clubs of Kern County, owners of the Lamont Boys & Girls Club at 8301 Segrue Road, Lamont, California, held a vote on July 17, 2026, in Bakersfield, California, and resolved as follows:

RESOLVED, Boys & Girls Clubs of Kern County, a California non-profit organization, hereby requests the County of Kern to provide financial assistance in the total amount of $536,939 for the renovation of the Lamont Boys & Girls Club at 8301 Segrue Road, Lamont, California.

FURTHER RESOLVED, the President or the President's designee of Boys & Girls Clubs of Kern County is hereby authorized to request this course of action by completing any and all application documents for submittal to the County of Kern on behalf of Boys & Girls Clubs of Kern County.

APPROVED, by a majority vote of the Directors of Boys & Girls Clubs of Kern County, this 17th of July 2026.

Name

President of the Board of Directors
Title

AMENDMENT NO. 1 TO AGREEMENT NO. 094-2025
COMMUNITY DEVELOPMENT ACTIVITY
PROJECT NAME
CD#29.22.1
(County – Boys and Girls Clubs of Kern County)

THIS AGREEMENT ("**Amendment No. 1**") is made and entered into as of _____ _____, by and between the COUNTY OF KERN, a political subdivision of the State of California ("**COUNTY**"), and BOYS and GIRLS CLUBS OF KERN COUNTY, a nonprofit organization, within the County of Kern ("**NONPROFIT**").

RECITALS:

(a) On February 25, 2025, the COUNTY and NONPROFIT entered into an Agreement (Agreement #094-2025) which provided Community Development Block Grant ("**Grant**") funds to the NONPROFIT for the design, facility rehabilitation and replacement of the roof, roofing materials and insulation, replacement of the existing HVAC system, and the demolition and replacement of ceiling and overhead lighting fixtures, and related improvements to the Boys and Girls Club Building located in the unincorporated community of Lamont.

(b) The low bid price received on this project was in excess of the CDBG funds granted to NONPROFIT.

(c) COUNTY, in order to assist NONPROFIT, wishes to increase the CDBG Grant funding made available under the agreement by Amending Agreement No. 094-2025 for project implementation.

AGREEMENT:

Therefore, the following amended provisions are proposed to Agreement No. 094-2025:

1. Section 2 of the Agreement entitled "Maximum Amount Payable Under Agreement and Mode of Payment", paragraphs a. and c., are hereby deleted and replaced with the following:

a. COUNTY shall reimburse NONPROFIT, or its designee(s), through progress payments for Activity costs incurred pursuant to this Agreement upon NONPROFIT making satisfactory progress, as determined solely by COUNTY, towards the completion of the Project detailed in the attached **Schedule "A" - Amendment No. 1**; provided, however, that the total amount made available by COUNTY through this Agreement and payable to NONPROFIT, or its designee(s), shall not exceed FIVE HUNDRED THIRTY SIX THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS AND FORTY CENTS ($536,938.40). Unless PARTIES otherwise expressly agree in writing, NONPROFIT agrees to accept sole financial responsibility for all costs related to this Project in excess of the FIVE HUNDRED THIRTY SIX THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS AND FORTY CENTS ($536,938.40) made available by COUNTY pursuant to this Agreement.

c. Payments shall be made to NONPROFIT, or its designee(s), upon NONPROFIT's submittal to COUNTY of a monthly certified claim executed by a properly designated official of NONPROFIT, or their designee, indicating the percentage of the Activity that has been completed. Said certified claims shall be itemized and properly documented to clearly show the items, tasks or services for which reimbursement is being claimed and the basis for cost computation whether by cost per hour, cost per weight, cost per task or other measurement as agreed by and between PARTIES, as more fully described in the attached **Schedule "A" - Amendment No. 1**.

2. Whenever reference is made in Agreement No. 094-2025 to "**Schedule "A"**", that reference is hereby changed to "**Schedule "A" – Amendment No. 1**".

3. **Schedule "A"** attached to Agreement No. 094-2025, is hereby deleted from the Agreement and shall be replaced with **Schedule "A" - Amendment No. 1**, attached hereto and incorporated herein by this reference as if set forth in full.

4. Except as modified and amended herein, the provisions of Agreement No. 094-2025 with NONPROFIT, dated February 25, 2025, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed by their respective officers and agents thereunto duly authorized as of the day and year first above written.

APPROVED AS TO CONTENT:
Planning and Natural Resources Department

BY _____
Craig M. Murphy, Director

COUNTY OF KERN

BY _____
Chairman, Board of Supervisors

_____
Printed Name

"COUNTY"

APPROVED AS TO FORM:
Office of County Counsel

BY _____
Joshua Rudnick, Deputy

BOYS AND GIRLS CLUBS OF KERN COUNTY

BY _____
Zane Smith, Executive Director
"NONPROFIT"

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Title

Schedule "A" Amendment No. 1: CD Projects #29.22.1 – Boys & Girls Club of Kern County - Lamont

Project Purpose

The purpose of this project is to bring facility and other structural improvements to the Lamont Boys & Girls Club, located in Lamont, California, including roof and ceiling repair, and a new HVAC system. This project will benefit the youth of the Lamont community.

Project Description

The original project description consists of the design, rehabilitation and replacement of the roof, roofing materials and insulation, HVAC system, and the demolition and replacement of ceiling and overhead lighting fixtures and related improvements.

Project Cost Estimate

The total amount of GRANT funds committed by the County of Kern ("County" or "COUNTY") to the Project implementation is FIVE HUNDRED THIRTY SIX THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS AND FORTY CENTS ($536,938.40). Individual line items and payment responsibilities within the following detailed cost estimate for GRANT funds may be modified under authority of COUNTY's Planning and Natural Resources ("PLNR") Director provided that the total amount of GRANT funds committed does not exceed FIVE HUNDRED THIRTY SIX THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS AND FORTY CENTS ($536,938.40). In addition, The Boys & Girls Clubs of Kern County (NONPROFIT) shall be responsible for all other costs related to this Project in excess of the GRANT amount and pursuant to the Agreement.

Construction	COUNTY GRANT Funds CD Activity #29.22.1	NONPROFIT & Other Funds	TOTAL
Roof removal and replacement	$50,056.00	$0.00	$50,056.00
Ceiling and overhead lighting	$74,466.00	$0.00	$74,466.00
HVAC removal and replacement	$33,500.00	$0.00	$33,500,00
Additional Construction Costs	$312,029.40	$0.00	$312,029.40
Construction Total	**$470,051.40**	**$0.00**	**$470,051.40**
Historical Assessment	$2,060.00	$0.00	$2,060.00
Design Work	$0.00	$0.00	$0.00
Advertisement	$7,940.00	$0.00	$7,940.00
Construction Inspection	$23,703.00	$0.00	$23,703.00
Contract Administration/HUD Monitoring	$7,901.00	$0.00	$7,901.00
Contingency (10% of construction cost)	$15,802.00	$0.00	$15,802.00
Escalation	$9,481.00	$0.60	$9,481.00
Soft Cost Total	**$66,887.00**	**$0.00**	**$0.00**
Total Project Costs	**$536,938.40**	**$0.60**	**$536,939.00**

Beneficiaries

This Project is eligible for Grant funding pursuant to pursuant to 24 CFR Part 570, Subpart C, Section 570.201(c). This project will benefit 1,000 low income children (5-17 years old) who qualify on a limited clientele basis such that size and income requires that "at least 51% persons with family incomes not exceeding the low/moderate income level." The project meets a HUD National Objective pursuant to 24 CFR, Part 570, Subpart C, Section 570.208(a)(2)(i)(B) – Limited clientele activities.

Anticipated Implementation Schedule

It is agreed between the COUNTY and NONPROFIT that time is of the essence in the implementation of the Activity described in this Agreement. NONPROFIT shall implement the Project in an expeditious manner and otherwise conform to the following time schedule:

Design and Engineering

a) Finalizing project designs.....Week 2
b) Engineering detailing.....Week 4
c) Obtaining necessary permits and clearances.....Week 6

Bidding and Contractor Selection

d) Developing and releasing RFPs (Requests for Proposal).....Week 10
e) Bid evaluation and selection process.....Week 12
f) Contract award.....Week 14

Construction

g) Site preparation .....Week 16
h) Construction or implementation of the project.....Week 18
i) Regular monitoring and progress reporting.....Week 22
j) Quality assurance and control.....Week 24

Project Completion and Evaluation

k) Addressing any deficiencies.....Week 28
l) Community feedback and project evaluation.....Week 30

Environmental Clearance: A statutory worksheet was completed for the project and the project activities were found to convert to exempt under NEPA on January 24, 2024.

National Environmental Policy Act (NEPA) The Environmental Review Record (ERR) for CD Project #29.22.1 is maintained in the Planning and Natural Resources Department – Community Development Division, it contains:

1. 24 CFR Part 58 Environmental Review;
2. Early Consultation and comments received during the consultation process;
3. RROF Approved by the Board of Supervisors February 27, 2024; and,
4. Authority to Use Grant Funds (AUGF) issued by Department of Housing and Urban Development (HUD) on March 24, 2024.

Project Mitigation and Conditions of Approval - The following are mitigation and/or conditions of the project and will be incorporated in the Project Plans and Specifications, as required, pursuant to the completed "Worksheet A". The CITY shall notify the COUNTY if any subsequent proposal or project modification may affect the environmental clearance issued for the project.

1. Prior to Project activities, the building must first be recorded and/or evaluated for historical significance by a qualified, professional architectural historian.
2. If lead paint is discovered in the course of Project activities, all appropriate steps must be taken to mitigate/remove the hazard in compliance with applicable federal law. Any lead present shall be abated as consistent with the level of HUD assistance provided to the project.

3. At all times during the development of the site the project, the developer, contractors, and subcontractors shall comply with applicable requirements of the San Joaquin Valley Air Pollution Control District. Prior to implementation the San Joaquin Valley Air Pollution Control District shall be contacted regarding any air permits needed to ensure the above noted activities are completed in compliance with the applicable air related standards and/or regulations. All activities undertaken shall be completed in compliance with the applicable air quality rules and all permits issued for the project. The project may be subject to San Joaquin Valley Air Pollution Control District (District) Rule 4002. Prior to any demolition activity, an asbestos survey of existing structures to be rehabilitated may be required to identify the presence of any asbestos containing materials. In accordance with CAL-OSHA requirements, a certified asbestos contractor must remove any identified asbestos containing building materials (ACBM) having the potential for disturbance. In addition to District Rule 4002, the project may be subject to the following District rules: Regulation VIII (Fugitive PM 10 Prohibitions) Rule 4102 (Nuisance). Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations).
4. Specifically addressing the Lamont Boys & Girls Club at 8301 Segrue Road, it is a pre-existing structure situated within a flood zone. However, the building in Lamont is already covered by flood insurance for the location. A copy of current flood insurance for the 8301 Segrue Road building must be acquired to ensure that the building is covered in the event of a flood.

California Environmental Quality Act (CEQA)

COUNTY completed a CEQA exemption for the project on January 1, 2024. The Project will qualify under a Class 1 Categorical Exemption and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of CEQA Guidelines. All documentation pertaining to the CEQA clearance of the Project has been entered into the ERR file.