

THIS THIRD AMENDMENT TO THE SUBRECIPIENT AGREEMENT (the “VC Third Amendment”), by and between the County of Santa Barbara (“SBC”) and the County of Ventura (“VC”) is effective as of December __, 2016. Terms not otherwise defined herein shall have the meaning ascribed to them in the Subrecipient Agreement by and between VC and SBC dated March 18, 2014 (the “VC Subrecipient Agreement”), as amended by the First Amendment and Second Amendment to the Subrecipient Agreement (the “VC First Amendment and Second Amendment”).

RECITALS

WHEREAS, SBC and VC previously executed the VC Subrecipient Agreement effective March 18, 2014; and

WHEREAS, VC and SBC executed the VC First Amendment and Second Amendment to increase the dollar amounts budgeted for VC and to extend the term of the VC Subrecipient Agreement; and

WHEREAS, Southern California Gas Company (“SoCalGas”) and SBC have again amended their Agreement to Deliver the 2013-2014 County of Santa Barbara emPower Energy Efficiency Program by executing the Third Amendment to the Agreement to Deliver the 2013-2014 County of Santa Barbara emPower Energy Efficiency Program (“emPower Funding Third Amendment”), attached hereto and incorporated herein by reference as Attachment 1, which increases and extends the availability of SoCalGas funding provided to SBC through 2017; and

WHEREAS, VC and SBC wish to use funding provided by the VC Third Amendment to continue to provide services described in Exhibit A, Scope of Work, in Ventura County; and

WHEREAS, this VC Third Amendment incorporates the terms and conditions and definitions set forth in the VC Subrecipient Agreement, as modified by the VC First Amendment and Second Amendment, except as modified by this VC Third Amendment.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

The VC Subrecipient Agreement, as amended by the VC First Amendment and Second Amendment, is amended as follows:

1. Section 2.04, Subrecipient Budget, is hereby amended to read as follows:

Section 2.04: Subrecipient Budget. Upon execution of the VC Third Amendment, SBC shall provide up to an additional \$179,308, for a total maximum contract amount of \$1,001,541, to VC for the Scope of Work (Exhibit A) on a reimbursement basis as set forth in Exhibit B-1 to this Agreement, as amended by the VC Third Amendment. SBC may require a reasonably more detailed budget breakdown than that in Exhibit B-1, and VC shall provide such supplementary budget information within one (1) week of SBC's request in the reasonable form and content prescribed by SBC. Any amendments to the budget must be approved in writing by both SBC and VC. The Community Services Director of SBC may approve subsequent line item budget changes on behalf of SBC as long as the total amount of this Agreement is not increased.

- a) VC agrees that Program funding shall only be used to perform the Scope of Work.
- b) VC shall ensure that expenditures invoiced include only Allowable Costs.
- c) VC shall take all reasonable measures, and shall require its Subcontractors to take all reasonable measures, to ensure that the funds provided under this Agreement are used solely for work related to the Scope of Work, as set forth in Exhibit A, which measures shall include the highest degree of care that VC uses to control its own funds, but in no event less than a reasonable degree of care.

2. Subsection (b) of Section 2.05, Payment, is hereby amended to read as follows:

- b) It is expressly agreed and understood that the total amount to be paid by SBC under this Agreement, as amended by the VC Third Amendment, shall not exceed \$1,001,541, the maximum dollar amount stated in Exhibit B-1 to this Agreement, as amended by the VC Third Amendment, unless otherwise agreed to by the Parties in writing in accord with Section 9.04.

3. Section 8.01, Term, is hereby amended to read as follows:

This Agreement, as amended by the VC Third Amendment, shall be effective as of the Effective Date and shall terminate on December 31, 2017, unless terminated earlier in accordance with the termination clauses in this Article VIII. Notwithstanding the termination of this Agreement, VC shall be subject to the wind-down obligations set forth in Section 9.07 and the survival provisions set forth in Section 9.17.

4. The second paragraph of Exhibit A, **SCOPE OF WORK**, **Overview**, is hereby amended to read as follows:

The \$1,001,541 budget described below and detailed in Exhibit B-1, as amended by the VC Third Amendment, is based on estimated costs to assist in the development and administration of the Program in Ventura County, under the guidance of SBC, subject to all appropriate approvals.

5. Exhibit B-1, **SUBRECIPIENT Budget**, is hereby amended to read as follows:

VC	Total Budget*
Administration	\$100,043
WE&T	\$238,892
ME&O	\$581,090
Implementation	\$81,516
VC Total	\$1,001,541

*These amounts represent the 2013-2017 Authorized Budget. The Authorized Budget does not reflect expended or unexpended funds.

6. Exhibit F, **SOCALGAS AGREEMENT INCORPORATED BY REFERENCE**, is hereby amended to incorporate the “emPower Funding Third Amendment” attached hereto and incorporated by reference as Attachment 1.
7. Unless otherwise stated in this VC Third Amendment, all remaining provisions of the VC Subrecipient Agreement, as amended by the VC First Amendment and Second Amendment, shall remain unchanged and in full force and effect.
8. This VC Third Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this VC Third Amendment to be executed by their duly authorized representatives.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
PETER ADAM
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
THEO FALLATI, CPA
AUDITOR-CONTROLLER

BY: _____
Department Head

By: _____
Deputy Auditor- Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Risk Manager

IN WITNESS WHEREOF, SBC and VC have executed this VC Third Amendment by the respective authorized officers as set forth below to be effective on the date executed by all Parties.

**Chair, Board of Supervisors
County of Ventura**