

SECOND AMENDMENT
to
REGULATORY AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
FIGHTING BACK SANTA MARIA VALLEY
State of California Homeless Housing, Assistance and Prevention (HHAP) Program

This Second Amendment to Regulatory Agreement ("Second Amendment") is entered into by and between the County of Santa Barbara, political subdivision of the State of California ("COUNTY"), and **Fighting Back Santa Maria Valley**, a California nonprofit public benefit corporation ("OWNER" and together with COUNTY, collectively, the "Parties" and each individually a "Party").

With reference to the following:

RECITALS

WHEREAS, COUNTY and OWNER are parties to that certain County HEAP Regulatory Agreement and Declaration of Restrictive Covenants dated June 4, 2019, regarding regulation and restriction of the occupancy, rents, operation, the ownership, and management of the Project located on the Property (as defined therein), as amended by that certain First Amendment dated February 4, 2020 (as amended by the First Amendment, the "AGREEMENT"); and

WHEREAS, the parties hereto desire to amend the AGREEMENT to provide that the Property may be used for transitional housing for Transition Age Youth, and not just for permanent supportive housing.

NOW THEREFORE, in consideration of the mutual covenants 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. Section 4.1 of the AGREEMENT is hereby amended by replacing Section 4.1 to read in its entirety as follows:

"4.1 **TENANT AGREEMENT.** The Owner shall execute a written lease, sublease, or occupancy agreement with each Tenant for each HEAP-Assisted Unit with an initial term of at least one month (each, a "Lease"). Each Lease must be automatically renewable upon expiration, unless either party thereto gives prior notice. The form of Lease and any changes thereto must be approved by Lender.

A. No Lease shall contain any of the following prohibited provisions:

1. *Agreement to be sued.* Agreement by the Tenant to be sued, to admit guilt or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;
2. *Treatment of property.* Agreement by the Tenant that the Owner may take, hold or sell personal property of Qualifying Household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply

to an agreement by the Tenant concerning disposition of personal property remaining in the HEAP-Assisted Unit after the Tenant has moved out of the HEAP-Assisted Unit. The Owner may dispose of this personal property in accordance with State law;

3. *Excusing Owner from responsibility.* Agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

4. *Waiver of notice.* Agreement of the Tenant that the Owner may institute a lawsuit without notice to the Tenant;

5. *Waiver of legal proceedings.* Agreement by the Tenant that the Owner may evict the Tenant or Qualifying Household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6. *Waiver of a jury trial.* Agreement by the Tenant to waive any right to a trial by jury;

7. *Waiver of right to appeal court decision.* Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

8. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses.

B. Owner shall not terminate the tenancy or refuse to renew the Lease of a Tenant of a HEAP-Assisted Unit except for serious or repeated violation of the terms and conditions of the Lease, or for violation of applicable Federal, State, or local law. To terminate or refuse to renew such tenancy, the Owner shall serve written notice upon such Tenant specifying the grounds for the action at least thirty (30) days prior to termination of such tenancy."

2. Effectiveness of Agreement. Except as expressly modified by Section 1, above, all of the provisions of the Agreement remain in full force and effect.
3. Certification of Signatories. Each of the signatories to this Second Amendment represents and warrants that such signatory is duly authorized to execute this Second 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 Second 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 Second Amendment.
 - c. The consummation of the transactions hereby contemplated and the performance of this Second Amendment will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which OWNER is a party or which is otherwise binding on OWNER. OWNER agrees that it shall provide to COUNTY, upon the COUNTY's request, evidence that the execution and delivery of this Second Amendment has been duly authorized by OWNER.

4. Counterparts. This Second Amendment may be executed electronically and in several counterparts, all of which taken together shall be deemed to be originals and shall constitute a single agreement between the Parties.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have caused this Second Amendment to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Steve Lavagnino, Chair
Board of Supervisors

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

By: _____
Deputy Auditor-Controller

By: _____
Jesús Armas
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL


By: _____
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

By: _____
Risk Manager

“OWNER”

Fighting Back Santa Maria Valley,
a California nonprofit public benefit corporation

DocuSigned by:

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By: _____
Edwin Weaver, Executive Director