

First Amendment to the
SUBRECIPIENT AGREEMENT
Between
THE COUNTY OF SANTA BARBARA
AND
THE CITY OF SANTA MARIA

This First Amendment to the Subrecipient Agreement (“AGREEMENT”) is entered into by and between the County of Santa Barbara, political subdivision of the State of California (“COUNTY”), and the City of Santa Maria, a municipal corporation (“SUBRECIPIENT”).

This amendment includes HOME funds from FY 2019-20 in the FY 2018-19 Subrecipient Agreement.

Effective Date: This Amendment shall take effect on the date it is executed by COUNTY (“Effective Date”).

RECITALS

WHEREAS, on December 11, 2018, the Board of Supervisors of the County of Santa Barbara executed a subrecipient agreement to provide SUBRECIPIENT with \$100,000 in FY 2018-19 HOME Investment Partnerships Program (“HOME”) funds to administer a Tenant Based Rental Assistance (“TBRA”) program. SUBRECIPIENT will provide assistance to low income households with security deposits, and may, at the SUBRECIPIENT’S discretion, provide monthly rent assistance and utility deposits in order that they may obtain affordable rental housing; and

WHEREAS, based upon an estimated HOME allocation SUBRECIPIENT approved a resolution on March 19, 2019 allocating \$100,000 in FY 2019-20 HOME funds to a TBRA program and stating that if the actual HOME amount was more than anticipated, the additional HOME funds would be designated to TBRA; and

WHEREAS, SUBRECIPIENT is receiving an additional \$30,732 in FY 2019-20 HOME funds over the anticipated HOME allocation estimate ; and

WHEREAS, the use of \$130,732 in HOME funds by SUBRECIPIENT for a TBRA program is included in the County’s FY 2019-20 Annual Action Plan which was approved by the Board of Supervisors on June 4, 2019, and submitted to the United States Department of Housing and Urban Development; and

WHEREAS, Section 1 of the AGREEMENT, titled “HOME Funds Amount” states that the County agreed to “disburse to SUBRECIPIENT the amount of One Hundred Thousand (\$100,000) in HOME funds;” and

WHEREAS, Section 5 of the Scope of Services, Exhibit A to the AGREEMENT, titled “Budget” states that the SUBRECIPIENT shall expend \$100,000 in HOME funds;” and

WHEREAS, Section 4 of the AGREEMENT, titled “Term” states that the SUBRECIPIENT AGREEMENT shall end on December 31, 2020; and

WHEREAS, Section 19.9 of the AGREEMENT, titled “Changes or Amendments” includes a provision that “If this Agreement is approved the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of COUNTY, any amendments to this Agreement must be approved and executed in the same manner...”; and

WHEREAS, on March 19, 2019 the Santa Maria City Council unanimously authorized the COUNTY to use a portion of the City’s 2019-20 HOME funds for rental deposits to area residents.

NOW THEREFORE, the parties mutually agree to amend the SUBRECIPIENT AGREEMENT as follows:

1. Section 1 of the AGREEMENT is hereby amended as follows:

“In exchange for the satisfactory performance of this Agreement, the COUNTY hereby agrees to disburse to SUBRECIPIENT the amount of Two Hundred Thirty Thousand Seven Hundred and Thirty Two (\$230,732)~~One Hundred Thousand (\$100,000)~~ in HOME funds ... ”; and

2. Section 5 of EXHIBIT A Scope of Services is hereby amended as follows:

EXPENDITURE TYPE	GRANT BUDGET
<i>Security Deposits</i>	95,000.00 230,732
<i>Utility Deposits</i>	
<i>Rent Assistance</i>	
<i>Staff costs for Income Certifications</i>	2,500.00
<i>Staff costs for HQS Inspections</i>	2,500.00
TOTAL	\$100,000 <u>230,732</u>

3. Section 4 of the AGREEMENT is hereby amended as follows:

“The term of this Agreement shall begin on December 11, 2018 and end on December 31, ~~2020~~2021. SUBRECIPIENT shall have fifteen (15) days from the date of termination to submit a Payment Request for Eligible Costs that were incurred by Subrecipient during the term of this Agreement but not previously submitted to COUNTY for reimbursement. Any HOME funds remaining after fifteen (15) days following the termination date shall be retained by COUNTY and allocated to other HOME-eligible uses. The TERM may be extended through a written amendment to this Agreement executed by COUNTY and SUBRECIPIENT, except that County may, at COUNTY’s discretion, terminate this Agreement or reduce the amount identified in

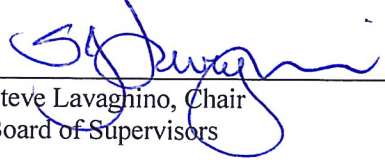
Section 1 herein, to meet the expenditure deadlines pursuant to 24 CFR 92.500 (d)91)(iii) and reallocate the unexpended funds to other eligible uses.”

Except as set forth herein, this First 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.

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have caused this Agreement to be executed by their respective duly authorized officers.

[Signatures on Following Pages]

COUNTY OF SANTA BARBARA

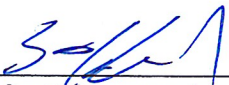
By: 
Steve Lavaghino, Chair
Board of Supervisors

Date: 12-17-19

ATTEST
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk


APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Scott Greenwood
Deputy County Counsel

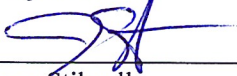
APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA CPFO
AUDITOR-CONTROLLER


By: 
Deputy Auditor-Controller

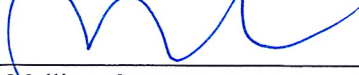
APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: 
Risk Manager

SUBRECIPIENT
CITY OF SANTA MARIA,
a municipal corporation

By: 
Jason Stilwell
City Manager

By: 
Thomas Watson
City Attorney

By: 
Mellissa Guerrero
Risk Manager