

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

This Second Amendment to the SUBRECIPIENT Agreement (“Agreement”) is entered into by and between the COUNTY of Santa Barbara, political subdivision of the State of California (“Grantee”), and the The City of Santa Maria, a political subdivision of the State of California (“SUBRECIPIENT”).

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

RECITALS

WHEREAS, on May 6th, 2014, the Board of Supervisors of the COUNTY of Santa Barbara approved a SUBRECIPIENT agreement (“Agreement”) to provide SUBRECIPIENT with \$252,651 in HOME Investment Partnerships Program (HOME) funds to administer a Tenant Based Rental Assistance (“TBRA”) program to provide assistance to low income households with security deposits in order that they may obtain affordable rental housing; and

WHEREAS, SUBRECIPIENT and COUNTY executed a First Amendment to the Agreement to extend the term to June 22, 2018; and

WHEREAS, SUBRECIPIENT has determined that it will not expend the full amount of HOME funds due to low vacancy rates in Santa Maria and SUBRECIPIENT has calculated the amount of HOME funds it reasonably can expect to expend for TBRA through the end of the calendar year; and

WHEREAS, the SUBRECIPIENT requested an amendment to the Agreement to: 1) Reduce the amount of HOME funds awarded to SUBRECIPIENT, and 2) Extend the term of the agreement and, 2); and

WHEREAS, Section 19.9 of the Agreement, titled, “Changes or Amendments” requires that any changes to the agreement may only be made through a written amendment executed by COUNTY and SUBRECIPIENT.

NOW THEREFORE, The parties mutually agree to amend Section 1 HOME FUNDS AMOUNT of the agreement to read, “In exchange for the satisfactory performance of this Agreement, the COUNTY hereby agrees to disburse to SUBRECIPIENT the amount of One Hundred Two Thousand Six Hundred Fifty One Dollars (\$102,651) in HOME funds (“HOME Award”) as provided for in Section 3 below. In the event sufficient HOME funds for this Agreement are not

available to the COUNTY, this Agreement shall terminate and be of no further force and effect, and SUBRECIPIENT shall hold the COUNTY harmless.”

The parties also mutually agree to amend Section 4 TERM of the Agreement to read “The term of this Agreement shall commence on the date it is executed by COUNTY (“Effective Date”) and will terminate on December 31, 2018. 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.

Except as set forth herein, this Second 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.

Signatures appear on following page. No further text appears here.

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

COUNTY OF SANTA BARBARA

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Agreement by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
DAS WILLIAMS
Chair, Board of Supervisors

Date: _____

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

**COUNTY OF SANTA BARBARA,
COMMUNITY SERVICES DEPARTMENT:**

GEORGE CHAPJIAN, DIRECTOR

By: _____
Deputy Auditor- Controller

By: _____
Department Head

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

SUBRECIPIENT
CITY OF SANTA MARIA,
a municipal corporation

By: _____
Jason Stilwell
City Manager

By: _____
Gilberto Trujillo
City Attorney

By: _____
Mellissa Guerrero
Risk Manager