

THIS THIRD AMENDMENT TO THE SUBRECIPIENT AGREEMENT (the “SLO Third Amendment”), by and between the County of Santa Barbara (“SBC”) and the County of San Luis Obispo (“SLO”) 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 SLO and SBC dated March 18, 2014 (the “SLO Subrecipient Agreement”), as amended by the First Amendment and Second Amendment to the Subrecipient Agreement (the “SLO First Amendment and Second Amendment”).

RECITALS

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

WHEREAS, in December 2014, Southern California Gas Company (“SoCalGas”) and SBC amended their Agreement to Deliver the 2013-2014 County of Santa Barbara emPower Energy Efficiency Program by executing the First Amendment to the Agreement to Deliver the 2013-2014 County of Santa Barbara emPower Energy Efficiency Program (“emPower Funding First Amendment”), which, among other modifications, increased and extended the availability of SoCalGas funding provided to SBC through 2015; and

WHEREAS, SLO and SBC executed the SLO First Amendment and Second Amendment to increase the dollar amounts budgeted for SLO and to extend the term of the SLO 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, SLO and SBC wish to use funding provided by the SLO Third Amendment to continue to provide services described in Exhibit A, Scope of Work, to the SLO Subrecipient Agreement in San Luis Obispo County; and

WHEREAS, the parties desire to amend the SLO Subrecipient Agreement, as amended by the SLO First Amendment, to increase the dollar amounts budgeted for SLO and to extend the term of the SLO Subrecipient Agreement, as amended by the SLO First Amendment and Second Amendment; and

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

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

The SLO Subrecipient Agreement, as amended by the SLO 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 SLO Third Amendment, SBC shall provide up to an additional \$204,522, for a total maximum contract amount of \$1,127,609, to SLO 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 SLO Third Amendment. SBC may require a reasonably more detailed budget breakdown than that in Exhibit B-1, and SLO 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 SLO. 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) SLO agrees that Program funding shall only be used to perform the Scope of Work.
- b) SLO shall ensure that expenditures invoiced include only Allowable Costs.
- c) SLO 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 SLO 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 SLO Third Amendment, shall not exceed \$1,127,609, the maximum dollar amount stated in Exhibit B-1 to this Agreement, as amended by the SLO 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 SLO 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, SLO 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 \$1,127,609 budget described below and detailed in Exhibit B-1, as amended by the SLO Third Amendment, is based on estimated costs to assist in the development and administration of the Program in San Luis Obispo County, under the guidance of SBC, subject to all appropriate approvals.

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

SLO	Total Budget*
Administration	\$108,762
WE&T	\$406,980
ME&O	\$529,384
Implementation	\$82,483
SLO Total	\$1,127,609

*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 SLO Third Amendment, all remaining provisions of the SLO Subrecipient Agreement, as amended by the SLO First Amendment and Second Amendment, shall remain unchanged and in full force and effect.
8. This SLO 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 SLO 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

SAN LUIS OBISPO COUNTY

By: _____
Chairperson of the Board
County of San Luis Obispo,
State of California

Date: _____

ATTEST:

By: _____
County Clerk and Ex-Officio Clerk of the
Board of Supervisors, San Luis Obispo County,
State of California

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Date: _____