

**First Amendment to the
SUBRECIPIENT AGREEMENT**

Between

**The Housing Authority
of the County of Santa Barbara**

and

**Santa Barbara County
Community Services
Housing and Community Development**



Emergency Rent Assistance Program

Homekey Development Project

Catalog of Federal Domestic Assistance Number 21.010

**Amendment to the
SUBRECIPIENT AGREEMENT**

**For
Homekey Development Project**

This first amendment to the Subrecipient Agreement (AGREEMENT) is entered into by and between the County of Santa Barbara (hereinafter "COUNTY") and the Housing Authority of the County of Santa Barbara (hereinafter "Housing Authority").

RECITALS

WHEREAS,

1. WHEREAS, the COUNTY has secured a special allocation of funding authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020 ("CARES Act Funds") from the State of California pursuant to the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020; and
2. On October 13, 2020, COUNTY and Housing Authority entered into a Subrecipient Agreement to award CARES Act funding in the amount of One Million Five Hundred Thousand (\$1,500,000), for the acquisition and rehabilitation work to an existing county-owned building located at 117 North B Street in the City of Lompoc, California. ("Project"); and
3. Section 1.E of the AGREEMENT, provides in part that "...If this Agreement is approved by the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of the COUNTY, any amendments to this Agreement must be approved and executed in the same manner..."; and
4. Upon commencing the rehabilitation work for the Project, certain change orders were necessary increasing the total funds necessary for completion of the Project by XXXX; and
5. The COUNTY desires to make available to SUBRECIPIENT an additional Four Hundred Thousand Dollars (\$400,000) so as to complete Project, increasing the total amount of CARES Act funds specified for the Project from \$1,500,000 to \$1,900,000.

NOW, THEREFORE:

The parties mutually agree to amend the AGREEMENT to provide for One Million Nine Hundred Thousand Dollars (\$1,900,000), comprising an additional \$400,000 in Construction Costs; and

The parties mutually agree to replace the Budget Exhibit B to the AGREEMENT with that Exhibit B attached hereto; and

The parties mutually agree to replace the Expenditure Summary and Performance Report (ESPR) Exhibit C attached to the AGREEMENT with that Exhibit C attached to this First Amendment.

Pursuant to Section XVIII of the Agreement, this First Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

Except as set forth herein, this 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 on Following Page]

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT 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

By: Shala daGuerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Gregg Hart
GREGG HART
Chair, Board of Supervisors

Date: 12-8-20

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

By: _____
Deputy Auditor- Controller

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
GEORGE CHAPJIAN, DIRECTOR

By: _____
Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

SUBRECIPIENT: THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA

By: Robert Havlicek
Robert Havlicek, Executive Director

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

By: _____
Risk Manager

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT 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: _____
GREGG HART
Chair, Board of Supervisors

Date: _____

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

COUNTY OF SANTA BARBARA, COMMUNITY
SERVICES DEPARTMENT:
GEORGE CHAPJIAN, DIRECTOR

By: Juan Izquierdo
Juan Izquierdo (Nov 13, 2020 10:21 PST)
Deputy Auditor- Controller

By: _____
Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

SUBRECIPIENT: THE HOUSING AUTHORITY OF
THE COUNTY OF SANTA BARBARA

By: Scott Greenwood
Scott Greenwood (Nov 13, 2020 10:19 PST)
Deputy County Counsel

By: _____
Robert Havlicek, Executive Director

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

By: Ray Aromatorio
Ray Aromatorio
Risk Manager

Exhibit B

BUDGET

Project Name: **B Street Project Homekey**

	COUNTY Match - CARES Act	County 1st Amendment - CARES Act	TOTAL COUNTY CARES Act
Architect		108,115	108,115
Engineer		95,115	95,115
Surveyor	1,000		1,000
Legal	28,000		28,000
Soils Investigation	8,000		8,000
Furniture	5,000		5,000
Phase 1 and Inspections	16,000		16,000
Insurance	60,000		60,000
Soft Cost Contingency	30,000		30,000
Construction	1,109,000	64,817	1,173,817
Contractor Profit/Overhead	70,000		70,000
Construction Contingency	100,000	90,664	190,664
Developer Fee	30,000		30,000
Relocation	35,000		35,000
Bond Premium	8,000		8,000
Appliances		41,289	41,289
	\$1,500,000	\$400,000	\$1,900,000

The amounts in each line item may be adjusted with the approval of HCD; provided, however, that the total contract amount does not change and the level of environmental review completed for the project is still applicable.

1. Draw Requests

Draw requests must include:

- a. Expenditure Summary and Payment Request (ESPR) – County form
- b. Supporting documentation (to include all check items below):
 - Third-party invoices or receipts
 - Proof of payment, such as copies of cancelled checks
 - Lien Waivers
 - Davis-Bacon Certified Payrolls, reviewed and approved by the Subrecipient
 - Payroll records, including timesheets delineating time worked on CDBG-eligible activities and payroll journals showing gross pay and deductions (if salaries are included in the project budget)

EXHIBIT C

FY 2020 - 21

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

INSTRUCTIONS: Complete tab 2 first, then complete only the yellow shaded cells on tab 1. Print, sign and submit

Agency Name Housing Authority of the County of Santa Barbara Invoice/Request # _____ Revised

Program Name HomeKey B St. Project Date Submitted _____

Address 815 W Ocean Ave, Lompoc CA 93436 Check one:

Contact Person John Polnaskey IDIS # _____

Phone 805.736.3423 ext. 4003 HCD Project # _____

Email johnpollanskey@HASBARCO.ORG PO/Contract No _____

Expiration Date _____
(enter month for capital projects and quarter for public services)

Report Period: _____
Month _____ Quarter _____
 Qtr 1 (July - Sep) Qtr 2 (Oct - Dec)
 Qtr 3 (Jan - Mar) Qtr 4 (Apr - Jun)

SUBMIT COMPLETED FORM TO Ted Teyber Housing Program Specialist

Phone: 805.568.3513 Email: eteyber@co.santa-barbara.ca.us

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Cat. 1 Site Acquisition & Rehab		\$ 1,625,481.00	\$ -	\$ -	\$ 1,625,481.00
Cat. 2 Architecture, Engineering, Permits, etc		\$ 228,230.00	\$ -	\$ -	\$ 228,230.00
Cat. 3 Personal Property		\$ 46,289.00	\$ -	\$ -	\$ 46,289.00
TOTAL		\$ 1,900,000.00	\$ -	\$ -	\$ 1,900,000.00

Check this box if this is the final payment. Any balances will be rescinded and returned to the County.

Certification:

I certify to the best of my knowledge and belief that this report is true and complete, and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Name _____ Title _____
Signature _____ Date _____

Administrator / Executive Director

Name _____ Title _____
Signature _____ Date _____

Public Service programs: Payment requests are due for each quarter by the 10th of the month following quarter end.

Capital Projects: Payment requests are due monthly by the 10th of the month following the reporting month.

This form has been tailored for the funding year noted in the upper-right corner of this form. Other ESPR forms are obsolete.