

First Amendment to the  
SUBRECIPIENT AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

AND

THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA

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 Housing Authority of the County of Santa Barbara, a public body corporate and politic (“SUBRECIPIENT”).

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 \$250,000 in HOME Investment Partnerships Program (“HOME”) funds to administer a Tenant Based Rental Assistance (“TBRA”) program. SUBRECIPIENT will provide assistance to low income households with monthly rent, and security and utility deposits in order that they may obtain affordable rental housing; and

WHEREAS, Section 1 of the AGREEMENT, titled “HOME Funds Amount” states that the County agreed to “disburse to SUBRECIPIENT the amount of Two Hundred Fifty Thousand (\$250,000) 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 \$250,000 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 18.9 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, the City of Lompoc has rejoined the Santa Barbara County HOME Consortium beginning with program year 2019; and

WHEREAS, on May 7, 2019 the Lompoc City Council unanimously authorized the COUNTY to use the City's portion of the 2019-20 HOME funds, in the amount of \$114,801, for a TBRA program for tenants residing in the City of Lompoc;

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

- 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 Three Hundred Sixty Four Thousand Eight Hundred and One (\$364,801)~~Two Hundred Fifty Thousand (\$250,000)~~ in HOME funds;” and

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

EXPENDITURE TYPE	GRANT BUDGET
Security Deposits, Utility Deposits, Rent Assistance	\$225,000
<i>Security Deposits for tenants residing in the City of Lompoc</i>	<u>\$103,321</u>
Staff costs for Income Certifications	\$20,000
<i>Staff costs for Income Certifications for tenants residing in the City of Lompoc</i>	<u>\$9,184</u>
Staff costs for HQS Inspections	\$5,000
<i>Staff costs for HQS Inspections for tenants residing in the City of Lompoc</i>	<u>\$2,296</u>
<b>TOTAL</b>	<u><b>\$364,801</b></u> <del><b>\$250,000</b></del>

- 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.”

- Section 7.2 of the AGREEMENT is hereby amended as follows:

“SUBRECIPIENT shall prepare and deliver all data, reports and records that the COUNTY and HUD may require or request. In addition, SUBRECIPIENT shall submit

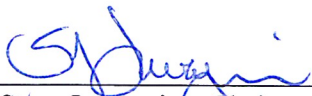
all reports and data required in all tabs of the Expense Summary & Payment Request (ESPR) form, a sample of which is provided in Exhibit B. This includes the Tenant Data Sheets that document beneficiary data that HUD requires the COUNTY to enter into Integrated Disbursement & Information System (IDIS). Reports shall be organized to indicate the City or Community in which the tenant resides and provided in a format that can be easily tabulated to show TBRA assistance provided by amount and location. Monthly reimbursement requests shall not be paid unless complete reports are submitted.”

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

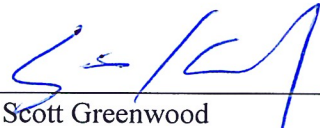
By:   
Steve Lavagnino, Chair  
Board of Supervisors

Date: 11-5-19.

**ATTEST**  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk

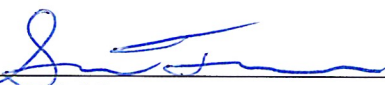
**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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**  
THE HOUSING AUTHORITY OF  
THE COUNTY OF SANTA BARBARA  
A Political Subdivision of the State of California

By:   
Robert Havlicek  
Executive Director