

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

This Second Amendment to the 2018 AGREEMENT (described below) 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 allocates a portion of Santa Maria’s FY 2020-21 HOME sub-allocation into the 2018 AGREEMENT (described below). COUNTY, at COUNTY’S discretion, may set up SUBRECIPIENT HOME funds in the federal Integrated Disbursement and Information System (IDIS) using available prior year funds as required by the U.S. Department of Housing and Urban Development.

Effective Date: This Second 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 (“2018 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, the use of additional \$130,732 in HOME funds by SUBRECIPIENT for a TBRA program was 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 COUNTY and SUBRECIPIENT executed a First Amendment to the 2018 AGREEMENT to add \$130,732 in FY 2019-20 HOME funds, for a total of Two Hundred Thirty Thousand Seven Hundred and Thirty -Two dollars (\$230,732.00) in HOME Funds; and

WHEREAS, SUBRECIPIENT is being sub-allocated FY 2020-21 HOME Consortium funds; and

WHEREAS, based upon an estimated HOME allocation, on April 7, 2020 the Santa Maria City Council unanimously authorized the COUNTY to use a portion of the City’s 2020-21 HOME funds in the amount of \$140,000.00 for the TBRA program; and

WHEREAS, on November 6, 2020, the City’s actual 2020-21 HOME funds allocation was reduced by \$73.00 from what was estimated due to an error in HUD’s allocation formula; and

WHEREAS, the City’s April 7<sup>th</sup> resolution provided that “If the actual allocation of HOME funds to the City of Santa Maria is less than estimated, then the amount designated to TBRA will be reduced accordingly”, such that the approved additional TBRA amount is \$139,927; and

WHEREAS, the First Amendment amended Section 4 “Term” of the 2018 AGREEMENT to end on December 31, 2021; and

WHEREAS, the parties intend to further amend the 2018 AGREEMENT to add \$139,927 in HOME funds so that the “HOME Award” is \$370,659.00 and to extend the Term an additional year to end on December 31, 2022;

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

NOW THEREFORE, the parties mutually agree to amend the 2018 AGREEMENT as follows:

1. Section 1 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 Seventy Thousand Six Hundred Fifty-Nine dollars (\$370,659.00) in HOME funds ... ”; and
2. Section 5 of EXHIBIT A Scope of Services is hereby amended as follows:

<b>EXPENDITURE TYPE</b>	<b>GRANT BUDGET</b>
<i>Security Deposits</i>	<u>\$370,659.00</u>
<i>Utility Deposits</i>	
<i>Rent Assistance</i>	
<i>Staff costs for Income Certifications</i>	
<i>Staff costs for HQS Inspections</i>	
<b>TOTAL</b>	<b><u>\$370,659</u></b>

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, 2022. 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.”

4. Consistent with Section 19.6 of the 2018 AGREEMENT, this Second 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 Second Amendment shall not modify or change any of the provisions of the 2018 AGREEMENT, and the parties to the 2018 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: Bob Nelson  
Bob Nelson, Chair  
Board of Supervisors

Date: 1-26-21

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

By: Sheila LaBuerca  
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  
Jason Stilwell  
City Manager

By: Thomas Watson  
Thomas Watson  
City Attorney

By: Melissa Guerrero  
Melissa Guerrero  
Risk Manager

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Bob Nelson, Chair  
Board of Supervisors

Date: \_\_\_\_\_

**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 (Jan 7, 2021 09:25 PST)  
Scott Greenwood  
Deputy County Counsel

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

By:   
Juan Izquierdo (Jan 7, 2021 09:40 PST)  
Deputy Auditor-Controller

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

By:   
Ray Aromatorio  
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