

**First Amendment to the  
SUBRECIPIENT AGREEMENT  
(\$60,000)**

Between

**County of Santa Barbara**

and

**The City of Santa Maria**

**(Tenant Based Rental Assistance Program)**



**HOME Investment Partnerships Program  
Catalog of Federal Domestic Assistance Number 14.239**

**FIRST AMENDMENT TO THE COUNTY HOME LOAN AGREEMENT  
(Tenant Based Rental Assistance Program)**

This First Amendment to the agreement (“County HOME Loan Agreement”) is made as of this 14<sup>th</sup> day of April, 2015, 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”).

### RECITALS

A. The Board of Supervisors of the County of Santa Barbara (“Board”) approved a total of \$60,000 in HOME Funding for the City of Santa Maria to provide Tenant Based Rental Assistance (“TBRA”) to assist low income persons with security deposit payments; these funds consist of \$50,000 approved by the Board on May 6, 2014 as part of the FY 2013-2014 Annual Action Plan Substantial Amendment, and \$10,000 approved on June 17, 2014; and

B. On July 8<sup>th</sup>, 2014, the Board approved the County HOME Subrecipient Agreement (Agreement) and related documents were executed; and

C. The United States Department of Housing and Urban Development (HUD) issued the 2013 HOME Final Rule on July 24, 2013, and revised 24 CFR 92.209 (a) to allow certain administrative costs to be included as eligible expenses; and

D. The City of Santa Maria has requested a modification to Section 3.2 ELIGIBLE COSTS of the Agreement to include costs of inspecting the housing and determining the income eligibility of the family in accordance with 24 CFR 92.209(a).

NOW THEREFORE, the parties mutually agree to amend Section 3.2 of the Agreement as follows:

**ELIGIBLE COSTS.** SUBRECIPIENT shall use COUNTY HOME funds for the following expenses (hereinafter the “Eligible Costs”) incurred on or after the effective date of the contract, July 7<sup>th</sup>, 2014:

3.2.1 One time Security Deposit payments to landlords, thereby enabling TBRA Tenants to move into decent and affordable housing.

3.2.2 The costs of determining the income eligibility of applicants.

3.2.3 The costs of inspecting the housing to ensure that it meets Housing Quality Standards (HQS).

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.

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

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

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

**COUNTY OF SANTA BARBARA**

By \_\_\_\_\_  
Janet Wolf, Chair  
BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO ACCOUNTING FORM**  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Renée E. Bahl, Interim  
Interim Community Services Director

By: \_\_\_\_\_  
Deputy

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

By: \_\_\_\_\_  
Deputy County Counsel

**SUBRECIPIENT**  
CITY OF SANTA MARIA,  
a municipal corporation

**APPROVED AS TO FORM:**  
RISK MANAGEMENT

By: \_\_\_\_\_  
Richard J. Haydon  
City Manager

By: \_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager