

Third Amendment to the  
SUBRECIPIENT AGREEMENT

Between

THE COUNTY OF SANTA BARBARA AND  
THE HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA

This Third 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 June 7, 2016, the Board of Supervisors of the County of Santa Barbara executed a subrecipient agreement to provide SUBRECIPIENT with \$493,421 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 18.9 of the AGREEMENT, titled "Changes or Amendments" includes a provision 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 COUNTY, any amendments to this Agreement must be approved and executed in the same manner. ..."; and

WHEREAS, on July 19, 2016 the Santa Barbara County Board of Supervisors approved the First Amendment to the Subrecipient Agreement increasing the amount of HOME TBRA funds to a total of \$1,144,222; and

WHEREAS, on September 12, 2017 the Santa Barbara County Board of Supervisors approved the Second Amendment to the Subrecipient Agreement increasing the amount of HOME TBRA funds to a total of \$1,254,222; and

WHEREAS, Section 4 of the AGREEMENT states that the term of the AGREEMENT shall begin on July 1, 2016 and end on June 30, 2018; and

WHEREAS, SUBRECIPIENT has requested that the term of the AGREEMENT be extended to June 30, 2019.

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

Section 4 of the AGREEMENT is hereby amended as follows:

**TERM.** The term of this Agreement shall begin on July 1, 2016 and end on June 30, 2019. 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.

Except as set forth herein, this Third 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**

**IN WITNESS WHEREOF**, COUNTY and OWNER 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: \_\_\_\_\_  
DAS WILLIAMS  
Chair, Board of Supervisors

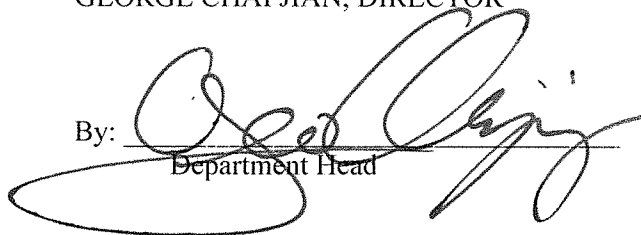
Date: \_\_\_\_\_

**APPROVED AS TO ACCOUNTING FORM:**  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

**COUNTY OF SANTA BARBARA,  
COMMUNITY SERVICES DEPARTMENT:**

GEORGE CHAPJIAN, DIRECTOR

By:   
Deputy Auditor- Controller

By:   
Department Head

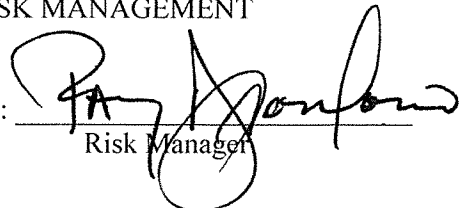
**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

By:   
Deputy COUNTY Counsel

By: \_\_\_\_\_  
Robert Hayliceck  
Executive Director

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

By:   
Risk Manager

**COUNTY OF SANTA BARBARA**

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**ATTEST:**

MONA MIYASATO  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
DAS WILLIAMS  
Chair, Board of Supervisors

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

**APPROVED AS TO ACCOUNTING FORM:**  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

**COUNTY OF SANTA BARBARA,  
COMMUNITY SERVICES DEPARTMENT:**  
  
GEORGE CHAPIAN, DIRECTOR

By: \_\_\_\_\_  
Deputy Auditor- Controller

By: \_\_\_\_\_  
Department Head

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

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

By: \_\_\_\_\_  
Deputy COUNTY Counsel

By: Robert Havlicek  
Robert Havlicek  
Executive Director

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

By: \_\_\_\_\_  
Risk Manager