

SECOND AMENDMENT
to
SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER
Emergency Solutions Grant, Coronavirus (ESG-CV)

This Second Amendment to the SUBRECIPIENT Agreement (“AGREEMENT”) is entered into by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”), and Good Samaritan Shelter, a California Nonprofit Organization (“SUBRECIPIENT”).

With reference to the following:

RECITALS

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a second Notice of Funding Availability (“NOFA”) dated October 2, 2020 under the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act, which allocated federal funds for the Emergency Solutions Grants Program (the “Program” or “ESG”) to the State. These funds are referred to herein as the ESG-Coronavirus (ESG-CV) funds, and this October 2020 ESG-CV NOFA is distributing “Round 2” of the ESG-CV funds; and

WHEREAS, COUNTY is an approved State ESG Administrative Entity that previously received ESG-CV funding under the initial ESG-CV NOFA dated June 1, 2020; and

WHEREAS, COUNTY may approve funding allocations for the ESG-CV Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between COUNTY and ESG-CV grant subrecipients; and

WHEREAS, SUBRECIPIENT represents that it is specially trained, skilled, experienced and competent to provide the housing and services required by the COUNTY; and

WHEREAS, COUNTY and SUBRECIPIENT originally executed the AGREEMENT, Board Contract No. 20252, for Emergency Solutions Grant, Coronavirus Response Round 2 (ESG-CV) Program funds in the sum of Four Hundred Forty Thousand Three Hundred Fifty dollars and no cents (\$440,350) on February 9, 2021 for Rapid Rehousing services, including housing location and case management services, rental and financial assistance, and landlord incentives with a time of performance effective as of January 1, 2021, and ending June 30, 2022; and

WHEREAS, on June 22, 2021, COUNTY and SUBRECIPIENT executed a First Amendment to the original executed AGREEMENT, increasing funds by \$195,017.50 for a new total contract maximum amount of \$635,368.50, and extended the time of performance to June, 30 2022; and

WHEREAS, on December 31, 2021, COUNTY was awarded additional ESG-CV funds from the State in the amount of \$2,734,293; and

WHEREAS, the parties desire to amend the AGREEMENT, Section IV. Payment and EXHIBIT B, Budget and Payment Procedures to increase funding in the amount of \$103,348; and

WHEREAS, the parties desire to amend the Period of Performance of the Agreement as set forth in Section II.A. "Time of Performance," to extend the termination date to September 30, 2022; and

WHEREAS, any funds not expended by September 30, 2022 will no longer be available to the SUBRECIPIENT; and

WHEREAS, COUNTY desires to retain the services of the SUBRECIPIENT pursuant to the terms, covenants and conditions here set forth; and

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

1. Section II. A. Time of Performance, of the AGREEMENT, is hereby amended as follows:

This Agreement shall begin on January 1, 2021 (Operating Start Date), and shall terminate on September 30, 2022, unless suspended or terminated earlier, or there are no ESG-CV Funds available for any reason. All work to be performed hereunder and set out in the Scope of Services may commence on the Operating Start date, January 1, 2021, and shall be completed by September 30, 2022. Any funds not expended by September 30, 2022 will no longer be available to the SUBRECIPIENT. If allowable under the ESG-CV Round 2 Standard Grant Agreement between State HCD and the COUNTY, the Term and the Award Time of Performance may be extended upon written approval of the COUNTY as described in Section VI.E below.

2. Section IV. Payment, of the AGREEMENT, the first sentence of paragraph one is hereby replaced in its entirety as follows:

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed \$738,716.50.

3. Section VI. E. Changes or Amendments, subsection 1, of the AGREEMENT is hereby replaced in its entirety as follows:

1. Increase or decrease the total contract maximum amount by amending the Budget, attached hereto as Exhibit B, which includes Attachments B-1 and B-2, of the Agreement to ensure full and timely expenditure of all awarded ESG-CV funds; provided that any increase to the Agreement not exceed 10% of the original total contract maximum amount of the Agreement; and further provided that all expenditures must be eligible pursuant to 24 CFR Part 576, 25 CCR Sections 8408 and 8409, and all other applicable

laws. In no event shall an amendment be made pursuant to this subsection V.I.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.

4. EXHIBIT B, Budget and Payment Procedures, ATTACHMENT 1 and ATTACHMENT 2, of the AGREEMENT are hereby replaced in their entirety by the following:

Exhibit B - Attachment 1

Project Budget - Revenues	
Project Title	Rapid Rehousing
Applicant Name	Good Samaritan Shelter
ESG-CV2 Award	Budget Term: 2021 - 2022
Component	Award Amount
Services	\$ 446,707.0000
Rental Assistance or Subsidies	\$ 292,009.50
TOTAL	\$ 738,716.50

Revenue and Expense budgets should reflect the entire program budget for the specific project for which ESG-CV2 funds were awarded. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds".

Source	Total Program Budget	ESG-CV Funds	Other
ESG-CV Program (This grant)	\$ 738,716.50	\$ 738,716.50	
Total Revenue	\$ 738,716.50	\$ 738,716.50	\$ -

Exhibit B – Attachment 2



ESG-CV

Project Budget - Expenses

Project Title	Rapid Rehousing
Applicant Name	Good Samaritan Shelter

Expenses

Budget Term: January 1, 2021 - September 30, 2022

Expense	Original Total Program Budget (ESG-CV Funds Only)	Revised Total Program Budget (Include All Additional ESG-CV Funds if Applicable)	ESG-CV Program			ESG-CV Budget Change +/-
			SERVICES	FINANCIAL or RENTAL ASSISTANCE	OTHER FUNDING (Grants or Leverage Funds)	
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.						
RRH Case Manager 4.5 FTE @ 100% - \$41,600/year	\$ 88,400.00	\$ 187,344.53	\$ 187,344.53			\$ 98,944.53
Landlord Coordinator 1 FTE @ 100% - \$52,000/year	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00			\$ -
Program Manager 1 FTE @ 25% - \$58,240/year	\$ 18,200.00	\$ 18,200.00	\$ 18,200.00			\$ -
Diversion Case Manager 2.0 FTE @ 100% - \$43,680/year	\$ 87,360.00	\$ -	\$ -			\$ (87,360.00)
Financial Processor 1FTE @ 6% - \$72,800/year	\$ 4,368.00	\$ -	\$ -			\$ (4,368.00)
Data Analyst/HMIS 1FTE @ 10% - \$58,240/year	\$ 5,824.00	\$ 5,824.00	\$ 5,824.00			\$ -
Supervisor 1FTE @ 10% - \$72,800/year	\$ 7,280.00	\$ -	\$ -			\$ (7,280.00)
	\$ -	\$ -	\$ -			\$ -
	\$ -	\$ -	\$ -			\$ -
Employee Benefits and Payroll Taxes 30%	\$ 82,929.60	\$ 82,910.56	\$ 82,910.56			\$ (19.04)
Client Services and Direct Assistance						
Rental Assistance	\$ 116,000.00	\$ 75,009.50		\$ 75,009.50		\$ (40,990.50)
Financial Assistance	\$ 50,000.00	\$ 17,000.00		\$ 17,000.00		\$ (33,000.00)
Landlord Incentives	\$ 27,500.00	\$ 60,000.00		\$ 60,000.00		\$ 32,500.00
Rental/Diversion Assistance	\$ 14,653.90	\$ -		\$ -		\$ (14,653.90)
Security Deposits	\$ 15,000.00	\$ 140,000.00		\$ 140,000.00		\$ 125,000.00
Consultants and Contracts (Includes AmeriCorps)	\$ 22,582.00	\$ 15,000.00	\$ 15,000.00			\$ (7,582.00)
Supplies (needed for program delivery - not general admin)	\$ 9,000.00	\$ 16,000.00	\$ 16,000.00			\$ 7,000.00
Travel, Mileage, and Training (Includes Gas and Vehicle Expense)	\$ 15,211.00	\$ 14,000.00	\$ 14,000.00			\$ (1,211.00)
Equipment Rental and Maintenance						\$ -
Other (Please specify below):						\$ -
Telephone/Cellphone	\$ 4,560.00	\$ 2,500.00	\$ 2,500.00			\$ (2,060.00)
Insurance	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00			\$ 2,500.00
						\$ -
Other (specify below)						
Indirect Costs (Can be no more than 10% of Labor (Salaries and Benefits))		\$ 35,927.91	\$ 35,927.91			\$ 35,927.91
						\$ -
						\$ -
Total Expenses	\$ 635,369	\$ 738,717	\$ 446,707.00	\$ 292,009.50	\$ -	\$ 103,348.00
			TOTAL ESG-CV Portion:	\$ 738,716.50		

5. Except as set forth herein, this Second Amendment shall not modify or change any of the provisions of the AGREEMENT, as amended by the First Amendment, and the parties to the AGREEMENT, as amended by the First Amendment, are bound by its provisions, as amended herein.

6. 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.

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have caused this Second Amendment to be executed by their respective duly authorized officers.

ATTEST:

COUNTY OF SANTA BARBARA:

MONA MIYASATO
Clerk of the Board

By: Shab Chobuera
Deputy Clerk of the Board

By: Joan Hartmann
Joan Hartmann
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:

COUNTY OF SANTA BARBARA:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: C. Schaffer
30A707CFDB2A426...
Deputy

By: George Chapjian
89FB0FFFEFE3E4F2...
George Chapjian, Community Services Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

By: Mike Munoz
8251CC884E8B41F...
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

By: Gregory Milligan
8824A61E64247D...
Greg Milligan

“SUBRECIPIENT”
Good Samaritan Shelter
a California Nonprofit Organization

DocuSigned by:
By: Sylvia Barnard
FB20BA497CA34C1
Sylvia Barnard, Executive Director