#### **FIRST AMENDMENT**

#### to

### SUBRECIPIENT AGREEMENT

# BETWEEN COUNTY OF SANTA BARBARA AND Good Samaritan Shelter

## Housing Disability and Advocacy Program (HDAP) Project Outreach, Case Management, Housing Assistance and Disability Benefits Advocacy (not including Legal Services)

### HOME American Rescue Plan ("HOME-ARP") Program

This First Amendment to Subrecipient Agreement ("First Amendment") is entered into by and between the County of Santa Barbara, political subdivision of the State of California ("COUNTY"), and **Good Samaritan Shelter**, a California nonprofit public benefit corporation ("SUBRECIPIENT" and, together with COUNTY, collectively, the "Parties" and each a "Party"), with reference to the following:

WHEREAS, On March 11, 2021, the American Rescue Plan ("ARP") Act of 2021 (P.L. 117-2) ("HOME-ARP") was signed into law, which, to address the need for homelessness assistance and supportive services, appropriated ARP funds to be administered through HOME Investment Partnership ("HOME") consortia participating in the HOME American Rescue Plan ("HOME-ARP") program to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations: (1) development and support of affordable housing, (2) tenant-based rental assistance ("TBRA"), (3) provision of supportive services, and (4) acquisition and development of non-congregate shelter units; and

WHEREAS, the COUNTY is the lead entity of the Santa Barbara County HOME Consortium, which includes the Cities of Carpinteria, Goleta, Buellton, Solvang, Lompoc, Santa Maria, and Santa Barbara; and

WHEREAS, as the lead entity for the Santa Barbara County HOME Consortium, the COUNTY receives HOME-ARP funds from the United States Department of Housing and Urban Development ("HUD") under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C., §§ 12701 et seq.), as amended and updated; and

WHEREAS, on January 11, 2022, the COUNTY approved the HOME Consortium Allocation Plan and Action Plan Substantial Amendment, which included the use of HOME-ARP funds for Homeless Supportive Services to assist HOME-ARP Qualifying Populations with Case Management, Employment Assistance and Job Training, Housing Search and Counseling Services, and Financial Assistance; and

WHEREAS, the Parties entered into that certain Subrecipient Agreement, Housing Disability and Advocacy Program (HDAP) Project Outreach, Case Management, Housing Assistance and Disability Benefits Advocacy (not including Legal Services), effective July 1, 2024 ("AGREEMENT") for HOME-ARP funding of Homeless Supportive Services in the amount of **\$530,000**; and

**WHEREAS,** Section VI.E of the Agreement, "Changes or Amendments," provides that COUNTY and SUBRECIPIENT may amend the Agreement at any time provided that such amendments make specific reference to the Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by COUNTY's governing body; and

**WHEREAS,** the Parties desire to amend the EXHIBIT B to the Agreement (Budget and Payment Procedures) to revise certain budget line items with no change in the total amount of Agreement; and

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

1. Section II.A. of the Agreement, "Time of Performance", is hereby amended to read as follows:

"The term of this Agreement shall begin on July 1, 2024 ('Operating Start Date' or 'Effective Date'), and shall terminate on December 31, 2025, subject to annual appropriations and budget approval, unless earlier suspended or terminated in accordance with the provisions of this Agreement, or there are insufficient HOME-ARP funds available for any reason ('Term'). All Services to be performed hereunder and set out in the Scope of Services may commence on the Operating Start Date, and shall terminate on December 31, 2025. Any Funds provided for hereunder that are not expended by December 31, 2025, shall no longer be available to the SUBRECIPIENT, and shall be returned to the COUNTY."

- 2. The "Budget Term" set forth in Exhibit B to the Agreement is hereby amended to read "Budget Term: July 1, 2024 December 31, 2025".
- 3. The "Subaward Period of Performance & Budget Period End Date" set forth in Exhibit G to the Agreement is hereby amended to read "December 31, 2025".
- 4. ATTACHMENT B-1 to EXHIBIT B of the Agreement is hereby amended by replacing ATTACHMENT B-1 in its entirety with the following:

HOME-ARP										
Project Title HDAP Project Housing and Disability Advocacy Outreach, Case Management & Ho										
Applicant Name Good Samaritan Shelter										
Expenses										
Budget Term: July 1, 2024 - December 31, 2025		ORIGINAL				1ST MODIFICATION				
Expense		HDAP	HDAP HOME-ARP HE				HOME-ARP			
alaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.			_							
Program Director 1.0 FTE @ 25% @ \$93,600/year								\$	-	
Program Manager .75 FTE @ 100% @ \$72,800/year						\$	76,440	S	76,440	
Care Coordination Case Managers 3.5 FTE @ 100% @ \$49920/year	\$	20,000	\$	81,520		5	270,121	\$	188,601	
mployee Benefits and Payroll Taxes 25%	s	5,000	Ś	20.380		\$	67,530	s	47,150	
Client Services and Direct Assistance										
lental Assistance	\$	93,182	\$	379,900		\$	-	s	(379,900	
ecurity Deposits			-			\$	5,500	\$	5,500	
Itility Assistance								\$		
Aving costs						-		S	-	
Iomeless Management Information System (HMIS)								\$		
upplies (includes General, Food, and Office Supplies)						\$	9,000	\$	9,000	
onsultants and Contracts (Includes AmeriCorps)								S	-	
acility, Utilities, and Maintenance						\$	39,600	\$	39,600	
elephone, Fax, and Internet						\$	2,400	\$	2,400	
ravel, Mileage, and Training (Includes Gas and Vehicle Expense)						\$	18,000	\$	18,000	
quipment Rental and Maintenance								\$		
nsurance								S	-	
Other (specify below)										
ndirect Costs (Maximum 10% of Grant)	Ś	11,818	ć	48,200		\$	41,409	¢	(6,791	
Total Expenses	2	130,000	Ş	40,200		12	41,409	1.9	10,791	

# 2. ATTACHMENT B-2 to EXHIBIT B of the Agreement is hereby amended by replacing ATTACHMENT B-2 in its entirety with the following:

COLOR PUTURE	HDAP Project Budget - Reve		<b>1ST MODIFICATION</b>					
Project Title	HDAP Project Housing and D	isability Advocacy Outreach, Case Ma	anagement & Housing Assistance					
	nt Name Good Samaritan Shelter							
Applicant Name	Good Samaritan Shelter							
	Good Samaritan Shelter	Budget Term: July 1,	2024 - June 30, 2025					
		Budget Term: July 1, HOME-ARP	2024 - June 30, 2025	HDAP				
			2024 - June 30, 2025 Component	HDAP Requested Amount				
	nd Budget Requests:	HOME-ARP Requested Amount						
Original Award a	Component	HOME-ARP Requested Amount \$ 101,900	Component	Requested Amount				
Driginal Award a	Component	HOME-ARP   Requested Amount   \$ 101,900   \$ 379,900	Component Salaries and Benefits	Requested Amount \$ 25,000				

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

Please specify the source of "Other Federal Funds".

Revenue					1ST MODIFICATION						
Source		Original	ORIGINAL Total Program Budget		MODIFIED		Total Program Budget		Change +/-		
CA-DSS HDAP Program	\$	130,000	\$	130,000	\$		\$		\$	(130,000	
CDBG - Cities	\$	-			\$	-					
CDBG - County	\$	-			\$	-					
CoC Program	\$	-			\$	-					
ESG - County	\$	-			\$	-					
HOME - Cities	\$	-			\$	-					
HOME - County (This grant)	\$	530,000	\$	530,000	\$	530,000	\$	530,000	\$	530,000	
Other Federal Funds (specify program below)											
	\$	-			\$	-					
	\$	-			\$	-					
	\$	-			\$	-					
	\$	-			\$						
Other State Funds (specify program below)											
County Human Services Funds	\$	-			\$	-					
Other Local Funds: County and City of SB general Funds	\$	-			\$						
Private Trusts and Foundation Funds	\$	-			\$	-					
Fundraising Events	\$				\$	-					
Donations	\$				\$						
Client Fees	\$				\$	-					
Other (specify source below)											
	\$				\$						
	\$	-			\$	-					
	\$				\$	-					
Total Revenue	\$	660,000	\$	660,000	\$	530,000	\$	530,000	\$	(130,000	

- 3. 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.
- 4. This First 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 First Amendment to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto.

**"COUNTY"** COUNTY OF SANTA BARBARA

DocuSigned by: Jesús Armas E33B804A6E03475.

By:

Jesús Armas, Director Community Services Department

# "SUBRECIPIENT"

Good Samaritan Shelter, a California nonprofit public benefit corporation

Signed by: Sylvia Barnard -FB90BAA97CA34C1..

By:

Sylvia Barnard, Executive Director