

**FIRST AMENDMENT TO
CONTINUUM OF CARE PROGRAM SUBRECIPIENT AGREEMENT**

**BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER**

Clean and Sober Living

CFDA 14.267

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT ("First Amendment") is made by and between the

COUNTY OF SANTA BARBARA,
a political subdivision of the State of California,
hereinafter referred to as "COUNTY",

and

GOOD SAMARITAN SHELTER,
a California nonprofit organization,
hereinafter referred to as "SUBRECIPIENT";

with reference to the following:

WHEREAS, the Continuum of Care Program (CoC Program) is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11381 et seq.) hereinafter called the "Act"; and

WHEREAS, the United States of America, through its Department of Housing and Urban Development (HUD) released a Notice of Funding Availability for the Fiscal Year 2016 Continuum of Care Program Competition (CoC Program NOFA) on June 28, 2016; and

WHEREAS, COUNTY responded to the CoC Program NOFA by submitting an application for renewal funding for the Clean and Sober Living project (hereinafter "PROJECT") to HUD on September 14, 2016; and

WHEREAS, COUNTY, as grantee/recipient, and HUD, as grantor, executed a Grant Agreement for CoC Program Grant Number CA0600L9D031609, effective May 5, 2017, which, among other things, enabled the COUNTY to act as a pass-through entity and draw grant funds from HUD in order to make payments to SUBRECIPIENT for the PROJECT; and

WHEREAS, the COUNTY as the recipient and in its role as a pass-through entity, and Good Samaritan Shelter as SUBRECIPIENT, entered into a Subrecipient Agreement for the CoC Program for the PROJECT for the performance period of February 1, 2017 through January 31, 2018 (hereinafter "Subrecipient Agreement"); and

WHEREAS, the COUNTY and SUBRECIPIENT have mutually agreed to and requested from HUD a Grant Agreement Amendment for Grant Number CA0600L9D031609 that removes COUNTY as grantee and replaces it with Good Samaritan Shelter as the grantee thereunder (hereinafter the "Grant Amendment"); and

WHEREAS, HUD has reviewed the merits of the proposed change and has agreed to enter into the Grant Amendment with the COUNTY and SUBRECIPIENT as described above; and

WHEREAS, HUD has agreed to extend the original Grant Agreement to July 31, 2018 in order to complete the Amendment process, without changing the performance period; and

WHEREAS, HUD has agreed that the designation of Good Samaritan Shelter as the new grantee/recipient shall be effective for the operating year/performance period beginning February 1, 2017; and

WHEREAS, the effect of the Grant Amendment is to reduce the funding available to COUNTY under CoC Program Grant Number CA0600L9D031609 in the amount of _____; and

WHEREAS, Section 6 of the Agreement, "Budget and Compensation," states that the Agreement is subject to revision in accordance with the availability of grant funds provided to COUNTY by HUD upon the execution of a Grant Agreement between COUNTY and HUD and that COUNTY may amend the amount of compensation set forth herein and the Project Budget in the event HUD amends funding available for PROJECT.

WHEREAS, COUNTY and SUBRECIPIENT desire to amend the Subrecipient Agreement to reflect the reduction of funds available to COUNTY under CoC Program Grant Number CA0600L9D031609; and

WHEREAS, Section 46 of the Agreement, "Amendments" states that any amendments or modifications to this Agreement must be in writing and shall be made only if executed by both SUBRECIPIENT and COUNTY; and

WHEREAS, on March 20, 2018 the Board approved and authorized the County Community Services Director to execute this First Amendment to the Subrecipient Agreement; and

NOW, THEREFORE, the parties agree to amend the Agreement, as follows:

1. The above recitals are true and correct.
2. The Project Budget included as Exhibit B to the Subrecipient Agreement shall be replaced with the Project Budget attached hereto as Attachment A.
3. Subsection A of Section 6. Budget and Compensation shall be amended to read in its entirety as follows:
 - A. COUNTY will pay SUBRECIPIENT an amount of money not to exceed the sum of _____ (\$_____), which payment shall constitute full and complete compensation for services provided hereunder. Funds under this Agreement shall only be spent according to the Project Budget, as specified in Exhibit B to this Agreement. The payments shall be used exclusively for Eligible Costs, including Project Costs.
4. Section 7. Method of Payment shall be amended to read in its entirety as follows:
 - A. In accordance with Section 6, SUBRECIPIENT will draw down funds for reimbursement for Eligible Costs directly from HUD according to the start date of the SUBRECIPIENT's access to the Federal Line of Credit Control System (LOCCS).
 - B. Should the SUBRECIPIENT be unable to access LOCCS to draw down funds directly from HUD for eligible costs incurred during some portion of the operating year, the COUNTY shall distribute funds to

SUBRECIPIENT for that time period in accord with 24 CFR 578.85(c).

- C. SUBRECIPIENT shall receive reimbursement from the COUNTY only for Eligible Costs identified in the Project Budget for which the SUBRECIPIENT cannot access LOCCS to draw down funds directly from HUD, subject to availability of funds for PROJECT and subject to all other provisions of this Agreement.
 - i) Invoices shall be submitted to COUNTY within thirty (30) days of the end of the timeframe for which the SUBRECIPIENT cannot draw down funds directly from LOCCS.
- D. Upon the submission of the Expenditure Summary and Payment Request (ESPR), for which a sample is attached hereto as Exhibit C, together with proper support documentation for the Scope of Services described in Section 3 of this Agreement, COUNTY shall distribute funds to SUBRECIPIENT for Eligible Costs for which the SUBRECIPIENT cannot access LOCCS to draw down funds directly from HUD. Payments may be contingent upon certification of SUBRECIPIENT's compliance with financial management system requirements in accordance with the standards specified in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- E. Expenditures made by SUBRECIPIENT in the performance of this Agreement shall be in strict compliance and conformity with the Project Budget included here as Exhibit B.

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this First Amendment by the respective authorized officers as set forth below to be effective as of the date executed by all parties.

“COUNTY”

COUNTY OF SANTA BARBARA:

By: _____
George Chapjian
Community Services Director

“SUBRECIPIENT”

GOOD SAMARITAN SHELTER:

By: _____
Sylvia Barnard, Executive Director

Date: _____