

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

This First 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, COUNTY and SUBRECIPIENT originally executed the AGREEMENT, Board Contract No. BC20251, for Emergency Solutions Grant, Coronavirus Response Round 2 (ESG-CV) Program funds on February 9, 2021, with a time of performance effective as of January 1, 2021, and ending June 30, 2022; and

WHEREAS, SUBRECIPIENT was awarded the sum of One million, one hundred thirty-two thousand, four hundred eighty-nine dollars and no cents (\$1,132,489) for Emergency Shelter services, including essential services and operations; 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, 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 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, the parties desire to amend the AGREEMENT, Section IV. Payment and EXHIBIT B, Budget and Payment Procedures to increase funding in the amount of \$376,572 for a total contract maximum amount of \$1,509,061; 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 \$1,509,061.

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 VI.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	\$ 1,509,061
Rental Assistance or Subsidies	\$ -
TOTAL	\$ 1,509,061

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".

Revenue

Source	Total Program Budget	ESG-CV Funds	Other
ESG-CV Program (This grant)	\$ 1,509,061.00	\$ 1,509,061.00	
Total Revenue	\$ 1,509,061	\$ 1,509,061	\$ -

Exhibit B – ATTACHMENT 2



ESG-CV

Project Budget - Expenses

Project Title Santa Maria Emergency Shelter
 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 New Additional ESG-CV Funds If Applicable)	ESG-CV Program			ESG-CV Budget Change +/-
			SERVICES	FINANCIAL or RENTAL ASSISTANCE	OTHER FUNDING (Match or Leverage Funds)	
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.						
Shelter Manager- 1FTE @ 100% - \$58,240/year					\$ 56,160.00	\$ -
Assistant Shelter Manager - 1.0 FTE @ 100% - \$41,600/year					\$ 41,600.00	\$ -
Case Manager 6FTE @ 100% - \$37,440/year					\$ 224,640.00	\$ -
Shelter Workers 12FTE @ 100% - \$31,200/year	\$ 62,400.00	\$ 62,400.00	\$ 62,400.00		\$ 374,400.00	\$ -
Drug and Alcohol Counselor 1.0 FTE @ 100% - \$39,000/year					\$ 39,000.00	\$ -
					\$ 6,552.00	\$ -
AOD Counselor 1 FTE @ 100% - \$43,680/year	\$ 43,680.00	\$ 57,423.88	\$ 57,423.88			\$ 13,743.88
Program Manager 1 FTE @ 100% - \$58,240/year	\$ 58,240.00	\$ 76,565.17	\$ 76,565.17			\$ 18,325.17
Sobering Coaches 2 FTE @ 100% - \$35,360/year	\$ 70,720.00	\$ 92,972.00	\$ 92,972.00			\$ 22,252.00
Nurse .5 FTE @ 100% - \$83,200/year	\$ 20,800.00	\$ 27,344.70	\$ 27,344.70		\$ 20,800.00	\$ 6,544.70
Medical Support Staff 5 FTE @ 100% - \$37,440/year	\$ 187,200.00	\$ 246,102.34	\$ 246,102.34		\$ -	\$ 58,902.34
Quality Assurance Manager Asst HMIS 1.0 FTE 5% 43,680/year					\$ 2,184.00	\$ -
						\$ -
Case Manager 1 FTE @ 100% - \$43,680/year	\$ 43,680.00	\$ 57,423.88	\$ 57,423.88			\$ 13,743.88
House Assistant 1 FTE @ 100% - \$35,360/year	\$ 35,360.00	\$ 46,486.00	\$ 46,486.00			\$ 11,126.00
Program Manager 1 FTE @ 5% - \$66,560/year	\$ 3,328.00	\$ 4,375.15	\$ 4,375.15			\$ 1,047.15
Quality Assurance Manager Asst HMIS 1.0 FTE 5% 43,680/year	\$ 2,184.00	\$ 2,871.19	\$ 2,871.19			\$ 687.19
						\$ -
Hazard Pay for All Emergency Shelter Staff	\$ 99,000.00	\$ 99,000.00	\$ 99,000.00			\$ -
Employee Benefits and Payroll Taxes	\$ 184,657.00	\$ 242,759.19	\$ 242,759.19		\$ 29,884.00	\$ 58,102.19
Client Services and Direct Assistance						
Rental Assistance					\$ 49,600	\$ -
Financial Assistance					\$ 200,875.00	\$ -
						\$ -
Consultants and Contracts (Includes AmeriCorps)	\$ 4,900.00	\$ 6,441.78	\$ 6,441.78		\$ 155,400.00	\$ 1,541.78
Facility, Utilities, and Maintenance	\$ 8,400.00	\$ 11,043.05	\$ 11,043.05		\$ 163,861.00	\$ 2,643.05
Telephone, Fax, and Internet	\$ 3,840.00	\$ 5,048.25	\$ 5,048.25		\$ 16,760.00	\$ 1,208.25
Supplies (needed for program delivery - not general admin)	\$ 177,500.00	\$ 221,350.25	\$ 221,350.25		\$ 85,500.00	\$ 43,850.25
Travel, Mileage, and Training (Includes Gas and Vehicle Expense)	\$ 10,000.00	\$ 13,146.49	\$ 13,146.49		\$ 19,500.00	\$ 3,146.49
Equipment Rental and Maintenance	\$ 6,000.00	\$ 7,887.90	\$ 7,887.90		\$ 6,000.00	\$ 1,887.90
Other (Please specify below):						
Security Service - 2 Shifts a day	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00			\$ -
Cleaning Services	\$ 7,800.00	\$ 10,254.26	\$ 10,254.26			\$ 2,454.26
Insurance	\$ 4,200.00	\$ 5,521.53	\$ 5,521.53		\$ 23,700.00	\$ 1,321.53
Drug Tests	\$ 1,500.00	\$ 1,971.97	\$ 1,971.97			\$ 471.97
Rental of building		\$ 24,000.00	\$ 24,000.00		\$ 39,120	\$ 24,000.00
Security	\$ 1,000	\$ 1,000.00	\$ 1,000.00		\$ 17,500.00	\$ -
Facility Site Prep/Furniture, Fixtures	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00			\$ (11,000.00)
Rental of building - In-kind					\$ 24,000.00	\$ -
Furniture, Fixtures	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00			\$ (1,000.00)
Licenses or other Fees	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00			\$ -
Other (specify below)						
Indirect Costs (Can be no more than 10% of Labor (Salaries and Benefits)		\$ 101,572.35	\$ 101,572.35		\$ 196,863.00	\$ 101,572.35
						\$ -
Total Expenses	\$ 1,132,489	\$ 1,509,061	\$ 1,509,061	\$ -	\$ 1,793,899	\$ 376,572
			TOTAL ESG-CV Portion:	\$ 1,509,061		↑ Δ ESG-CV Funding

5. 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.

6. 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.

ATTEST:

COUNTY OF SANTA BARBARA:

MONA MIYASATO
Clerk of the Board

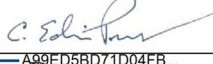
By: _____
Deputy Clerk of the Board

By: _____
Joan Hartmann
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:

COUNTY OF SANTA BARBARA:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
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Deputy

By:  _____
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George Chapjian, Community Services Director

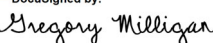
APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
6251CC884E8B41F...
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

By:  _____
DC280AC1E84247D...
Greg Milligan

“CONTRACTOR”
Good Samaritan Shelter
a California Nonprofit Organization

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