

**First Amendment
To
SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
Good Samaritan Shelter**

**Interim Housing for Persons in Encampments near Waterways at Rainbow Village
State of California Encampment Resolution Funding (ERF) - Round 2**

This First Amendment to Subrecipient Agreement ("First Amendment") is made and entered into by and between the County of Santa Barbara (the "COUNTY"), a political subdivision of the State of California, and Good Samaritan Shelter (the "SUBRECIPIENT"), a California nonprofit public benefit corporation, whose address is 400 W. Park Avenue, Santa Maria, CA 93456.

WITNESSETH THAT:

WHEREAS, The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13. (AB 140) effective July 19, 2021); and

WHEREAS, The ERF Program was initially authorized in 2021 through Assembly Bill (AB) 140 (Chapter 111, Statutes of 2021), which allocated \$50 million for what would become the first round of funding. SB 197 (Chapter 70, Statutes of 2022) amended the program and AB 178 (Chapter 45, Statutes of 2022) allocated an additional \$300 million for Round 2 of ERF funding; and

WHEREAS, On January 24, 2023, the County of Santa Barbara's Board of Supervisors passed and adopted Resolution No. 23-00054 allowing the Director of the COUNTY's Community Services Department ("CSD") to apply for, receive, and administer the ERF funds for the County of Santa Barbara; and

WHEREAS, the County entered into a Standard Agreement with the State of California ("State") for \$6,000,000 ("Standard Agreement"), which provides Program guidelines (the "ERF Program Guidelines"); and

WHEREAS, COUNTY and SUBRECIPIENT are parties to that certain Subrecipient Agreement executed as of February 27, 2024 ("AGREEMENT"), memorializing the terms and conditions pursuant to which COUNTY provided \$273,750 in ERF funds to SUBRECIPIENT Good Samaritan Shelter to provide interim housing for people residing in encampments, with a time of performance effective as of period March 1, 2024 - February 28, 2025.

WHEREAS, the parties hereto desire to amend the AGREEMENT to provide an additional **\$54,250** ERF funds to operate interim housing and to extend the term until September 30, 2025.

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

1. Section II.A. of the AGREEMENT is hereby amended by replacing Section II.A to read in its entirety as follows:

"A. Time of Performance

The term of this Agreement shall begin on March 1, 2024, and shall terminate on **September 30, 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 ERF funds available to the COUNTY for any reason (the "Term"). All Services to be performed hereunder may commence on March 1, 2024, and shall be completed by **September 30, 2025** (the "Award Time of Performance"). Any funds not expended by **September 30, 2025** shall no longer be available to the SUBRECIPIENT and shall be returned to the COUNTY.

2. Section IV of the AGREEMENT is hereby amended by replacing the first sentence of Section IV to read in its entirety as follows:

"It is expressly agreed and understood that the total amount of funds to be paid by COUNTY under this Agreement shall not exceed **\$328,000.**"

3. EXHIBIT A to the AGREEMENT (Scope of Services) is hereby amended by replacing the "Agreement Amount" to read in its entirety as follows:

Contract Amount: \$328,000

4. EXHIBIT A to the AGREEMENT ("Scope of Services") is hereby amended by replacing the "Time of Performance" to read in its entirety as follows:

Time of Performance: March 1, 2024 – September 30, 2025

5. EXHIBIT A to the AGREEMENT is hereby amended by replacing the Report Schedule table at the end of Section C.2 of EXHIBIT A to read in its entirety as follows:

Period	Due Date
March 1, 2024 – March 31, 2024	April 20, 2024
April 1, 2024 – June 30, 2024	July 20, 2024
July 1, 2024 – September 30, 2024	October 20, 2024
October 1, 2024 – December 31, 2024	January 20, 2025
January 1, 2025 – March 31, 2025	April 20, 2025
April 1, 2025 – June 30, 2025	July 20, 2025
July 1, 2025– September 30, 2025	October 20, 2025

6. EXHIBIT B to the AGREEMENT is hereby amended by replacing the "Agreement Amount" to read as follows:

Contract Amount: \$328,000

7. EXHIBIT B to the AGREEMENT ("Budget and Payment Procedures") is hereby amended by replacing the "Time of Performance" to read in its entirety as follows:

Time of Performance: March 1, 2024 – September 30, 2025

8. EXHIBIT D of the AGREEMENT is hereby to read in its entirety as follows:

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

CA Encampment Resolution Fund - Round 2 (CERF-2)
County of Santa Barbara Community Services Department

Agency Name: Good Samaritan Shelter DRNG #: _____
Project Name: Rainbow Village
Address: 499 W. Park Avenue, Santa Maria, CA 93456
Contact Person: Sylvia Barnard Title: Executive Director
Email Address: goodsamshelter@gmail.com Phone #: _____

ESPR Request #: _____
Date Submitted: _____
Report Period: _____
☐ March 1st 2021 - March 31st 2021

Submit completed ESPR and required documentation to:

Staff Person: Lucille Boss Title: Encampment Response Coordinator
Email Address: lboss@countyofsb.org Phone #: _____

PO/Contract #: BC23215
HCD Project #: _____

Grant Budget and Expenditures

Activity ID	Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
	ERF - Interim Housing/Emergency Shelter Operations - Lompoc Rainbow Village		\$ 328,000.00		\$ -	\$ 328,000.00
TOTAL			\$ 328,000.00	\$ -	\$ -	\$ 328,000.00

☐ Check this box if this is the final payment.

Certification

I certify to the best of my knowledge and belief that this report is true and complete and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Administrator / Executive Director

Name _____ Title _____

Name _____ Title _____

Signature _____ Date _____

Signature _____ Date _____

- Except as set forth in Sections 1 through 8, above, this First Amendment shall not modify or change any of the provisions of the Agreement and the parties to this First Amendment and the Agreement are bound by the provisions of the Agreement, as amended herein.
- This 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 hereto shall preserve undestroyed, shall together constitute one and the same instrument.

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have caused this Amendment to be executed by their respective duly authorized officers, to be effective as of the first date dully executed by all of the parties hereto.

ATTEST:

MONA MIYASATO
Clerk of the Board

By: Shirley Guerra
Deputy Clerk of the Board

COUNTY OF SANTA BARBARA:

By: Steve Lavagnino
Chair, Board of Supervisors

**APPROVED AS TO ACCOUNTING
FORM:**

BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

COUNTY OF SANTA BARBARA:

By: _____
Deputy

By: _____
Jesús Armas, Community Services Director

APPROVED AS TO FORM

RACHEL VAN MULLEN
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

By: _____
Greg Milligan

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ATTEST:

COUNTY OF SANTA BARBARA:

MONA MIYASATO
Clerk of the Board

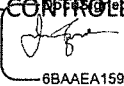
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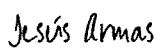
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Chair, Board of Supervisors

**APPROVED AS TO ACCOUNTING
FORM:**

COUNTY OF SANTA BARBARA:

BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

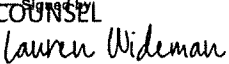

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Deputy Auditor Controller

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By: _____
Jesús Armas, Community Services Director

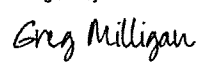
APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL


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By: _____
Deputy County Counsel

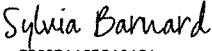
APPROVED AS TO FORM:

RISK MANAGEMENT


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By: _____
Greg Milligan

"SUBRECIPIENT"

Good Samaritan Shelter

Signed by:

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By: _____
Sylvia Barnard, Executive Director