

FIRSTAMENDMENT

to

SUBRECIPIENT AGREEMENT

BETWEEN

COUNTY OF SANTA BARBARA

AND

GOOD SAMARITAN SHELTER

DignityMoves Interim Housing

State of California Homeless Housing, Assistance and Prevention (HHAP) Program

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 Homeless Housing, Assistance and Prevention (HHAP) Program (“Program”) has been established by the State of California pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats 2019, Ch. 159 (A.B. 101), § 10, eff. July 31, 2019; and, amended by Stats 2020, Ch. 15 (A.B. 83), § 7, eff. June 29, 2020; Stats 2021, Ch. 111, § 4 (A.B. 140), eff. July 19, 2021; and Stats 2021, Ch. 398, § 2 (A.B. 1220), eff. January 1, 2022); and

WHEREAS, the Program is administered by the California Homeless Coordinating and Financing Council, now the California Interagency Council on Homelessness (“Council”) in the Business, Consumer Services and Housing Agency (“Agency”); and

WHEREAS, the Agency provides one-time flexible block grant funds to Counties and Administrative Entities as defined in the December 6, 2019 HHAP Notice of Funding Availability (NOFA); and

WHEREAS, COUNTY qualifies as the Administrative Entity (AE) as defined in the December 6, 2019 HHAP NOFA to administer and distribute State HHAP funds allocated to the Santa Maria/Santa Barbara County Continuum of Care (hereinafter “CoC”); and

WHEREAS, the COUNTY Community Services Department (“CSD”) will act as the AE on behalf of the Santa Maria/Santa Barbara County Continuum of Care Service Area in the administration of this Agreement; and

WHEREAS, pursuant to COUNTY’s Agreement with the State to perform all work required under the HHAP Program and also specified in the COUNTY’s HHAP Notice of Funding Availability (NOFA), SUBRECIPIENT has been designated as an eligible and qualified subrecipient for HHAP

funds, and on February 8, 2022, COUNTY entered into an agreement with SUBRECIPIENT, Board Contract No. 22-0116 for the sum of one million one hundred forty thousand, six hundred and twelve dollars (\$1,140,612) for eligible activities in accordance with Federal regulations (24 CFR §§ 578.3, 578.49, 578.53, and §§ 576.102, 576.105, 2 CFR § 200.501, and Part 2400) State law (Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code; Health and Safety Code section 50219, subdivision (c)(1) – (8)) and any other applicable law, to be used by SUBRECIPIENT to provide HHAP services (the “AGREEMENT”) for the Dignity Moves Interim Housing (herein called the “PROJECT”); and

WHEREAS, PROJECT’s time of performance is scheduled to begin on April 1, 2022 (“Operating Start Date”) and end on March 31, 2023 at which time this AGREEMENT shall terminate; and

WHEREAS, the parties desire to increase the total contract maximum amount by three hundred forty-four thousand two hundred ninety-two dollars (\$344,292) for additional work to be provided by SUBRECIPIENT; and

WHEREAS, Section VI.E of the AGREEMENT provides that COUNTY and SUBRECIPIENT may amend the AGREEMENT 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

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

1. 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 \$1,484,904.

2. EXHIBIT A, Scope of Services, Section B.2.b. (“Shelter Services”), 3rd bullet point, of the AGREEMENT is hereby modified as reflected:

Except for the \$690,000 “Construction / Installation costs” line item identified in Exhibit B, Attachment B-2, funds cannot be used for renovation, conversion, or major rehabilitation activities. Minor repairs to a HHAP-funded interim housing setting that do not qualify as renovation, conversion, or major rehabilitation are an eligible use of HHAP funds.

3. EXHIBIT A, Scope of Services, Section B.2.c. paragraph one (“Modular Units”) of the AGREEMENT is hereby modified as reflected:

Modular units

As set forth more fully in Exhibit B, SUBRECIPIENT shall acquire, **complete installation and required on-site construction in compliance with all applicable standards and building codes and the California Labor Code,** and furnish 33 modular units of non-congregate shelter for a single individual or a household per unit. SUBRECIPIENT shall also acquire sanitation and bathroom facilities. SUBRECIPIENT shall maintain title and ownership of these facilities and shall not transfer or assign its interest in the facilities during the term of this Agreement without the prior written consent of the COUNTY.

4. EXHIBIT A, Scope of Services, Section B.2.d. (“Federal and/or State Regulatory Information”) of the AGREEMENT is hereby replaced in its entirety as follows:

Activity	Federal Regulation	State Regulation
Emergency Shelter – Essential Services	24 CFR §§ 578.53, 576.102	25 CCR Sections 8408 and 8409
Emergency Shelter – Shelter Operations		
Housing Location / Stabilization Services	24 CFR 576.105	Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code
<u>Construction/Installation</u>	<u>N/A</u>	<u>Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code</u>

5. 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



Homeless Housing, Assistance and Prevention (HHAP)

Project Budget - Revenues

Project Title Good Samaritan Shelter Dignity Moves
 Applicant Name Good Samaritan Shelter

HHAP Award

Budget Term: April 1, 2022 - March 31, 2023

Component	Requested Amount
Interim Housing	\$ 1,484,904.00
TOTAL	\$ 1,484,904.00

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

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	HHAP Funds	Other
HHAP Program (This grant)	\$ 1,484,904.00	\$ 1,484,904.00	
CDBG - Cities	\$ -		
CDBG - County	\$ -		
CoC Program	\$ -		
ESG - County	\$ -		
HOME - Cities	\$ -		
HOME - County	\$ -		
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)			
HHAP - Rapid Rehousing (2020-2023)	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
Total Revenue	\$ 1,484,904.00	\$ 1,484,904.00	\$ -

* Can be voluntarily reduced.

Exhibit B – Attachment 2



Homeless Housing, Assistance and Prevention (HHAP)

Project Budget - Expenses

Project Title Good Samaritan Shelter Dignity Moves
 Applicant Name Good Samaritan Shelter

Expenses

**Budget Term: April 1,
2022 - March 31, 2023**

Expense	Total Program Budget	HHAP Program	
		Shelter Diversion	Other
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.			
Staf 7 FTE - \$35,360/year	\$ 185,640.00	\$ 185,640.00	
Supervisor 1 FTE - \$62,400/year	\$ 46,800.00	\$ 46,800.00	
Case Manager 1 FTE - \$41,600/year	\$ 31,200.00	\$ 31,200.00	
Data Entry HMIS .10 FTE \$58,240	\$ 4,368.00	\$ 4,368.00	
	\$ -		
Taxes and Benefits-25-30%/Avg-25%	\$ 67,002.00	\$ 67,002.00	
	\$ -		
	\$ -		
Client Services and Direct Assistance			
Daily Breakfast-\$5 per Meal	\$ 41,062.50	\$ 41,062.50	
Daily Lunch-\$8 per meal	\$ 65,700.00	\$ 65,700.00	
Catered Dinner-\$12 per meal	\$ 98,550.00	\$ 98,550.00	
Supplies	\$ 15,000.00	\$ 15,000.00	
Trainings	\$ -	\$ -	
Vehicle License	\$ 3,600.00	\$ 3,600.00	
Fuel	\$ 3,000.00	\$ 3,000.00	
Cellphone	\$ 720.00	\$ 720.00	
Laptops x 3 Computers	\$ 1,350.00	\$ 1,350.00	
Printers \$275x2	\$ 412.50	\$ 412.50	
Repairs and Maintenance	\$ 3,750.00	\$ 3,750.00	
Insurance	\$ 3,600.00	\$ 3,600.00	
Utilities-Trash/Wash Station Rental	\$ 27,000.00	\$ 27,000.00	
Utilities-Electric/Water	\$ 3,600.00	\$ 3,600.00	
Inernet	\$ 1,800.00	\$ 1,800.00	
Construction/installation costs	\$ 690,000.00	\$ 690,000.00	
	\$ -		
	\$ -		
Other (specify below)			
Security 24/hr. 1 security guard	\$ 157,248.00	\$ 157,248.00	
Indirect Costs (Maximum 10% of Grant)	\$ 33,501.00	\$ 33,501.00	
Total Expenses	\$ 1,484,904.00	\$ 1,484,904.00	\$ -
		TOTAL HHAP Portion: \$ 1,484,904.00	

6. 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.

7. 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

DocuSigned by:
By: Robert Geis
D25019E2AF094BE...
Deputy

DocuSigned by:
By: George Chapjian
516A633ACF984E9...
George Chapjian, Community Services Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: [Signature]
B8628E0E0649481...
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

DocuSigned by:
By: Gregory Milligan
DC410AC1E64247D...
Greg Milligan

“SUBRECIPIENT”
Good Samaritan Shelter
a California Nonprofit Organization

DocuSigned by:
By: *Sylvia Barnard*
EB90BAA97CA34C1...
Sylvia Barnard, Executive Director