

**FIRST AMENDMENT**  
**to**  
**SUBRECIPIENT AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA**  
**AND**  
**GOOD SAMARITAN SHELTER**

**Homelessness Prevention, Shelter Diversion and Re-Housing Support**  
**Federal 2021 American Rescue Plan Act (ARPA) - Coronavirus State and Local Fiscal Recovery Funds**  
**21.027**

This First Amendment to Subrecipient Agreement (“Amendment”) 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 public benefit corporation (“SUBRECIPIENT”).

With reference to the following:

**RECITALS**

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program, which is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

**WHEREAS**, U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance designates expenditure categories including Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons); and

**WHEREAS**, COUNTY has selected qualified providers, in accordance with federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”; 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**, COUNTY and SUBRECIPIENT are parties to that certain Subrecipient Agreement executed as of September 20, 2022 (“AGREEMENT”), memorializing the terms and conditions pursuant to which COUNTY provided \$900,000 in SLFRF funds to SUBRECIPIENT to fund a Prevention, Shelter Diversion and Re-Housing program for persons that are at risk of losing housing or have recently lost housing, with a time of performance effective as of October 1, 2022, and ending September 30, 2024; and

**WHEREAS**, the parties hereto desire to amend the AGREEMENT to provide for an additional **\$500,000** in SLFRF funding thereunder.

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

1. 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 to be paid by COUNTY under this Agreement shall not exceed **\$1,400,000.**”

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

**“Agreement Amount: \$ 1,400,000”**

3. EXHIBIT A to the AGREEMENT (Scope of Services) is hereby amended by adding the following new subsection B.2.c:

“c. Relocation Assistance

SUBRECIPIENT may use the APRA funds provided to SUBRECIPIENT hereunder for purposes of relocation assistance under the Prevention, Diversion, and Re-housing Support (“PDR”) relocation assistance program (“Relocation Assistance”). Only one-time move-in costs comprised of a security deposit and first month’s rent (“Eligible Relocation Assistance Costs”) shall be eligible for such Relocation Assistance, payable directly to landlords of eligible Relocation Assistance recipients. ***Eligible Relocation Assistance Costs shall not include Rental arrears.***

*Eligibility for relocation assistance includes tenants who:*

- Currently reside in the unincorporated areas of Santa Barbara County (although the unit into which such tenant is relocating may be located anywhere in Santa Barbara County), and
- Have been served a Notice to Vacate not related to violation of lease terms, and
- Have certified an annual household income below 80% of median family income, and
- Do not have the means to relocate without assistance, and
- If eligible for relocation assistance from such tenant’s current landlord, provide proof of acceptance of such landlord-provided relocation assistance as a prerequisite for Relocation Assistance eligibility.

*Additional Relocation Assistance requirements:*

- Landlords must complete a Form-W9 in order to receive Relocation Assistance funds.
- SUBRECIPIENT shall conduct rent reasonableness reviews.
- Students who are listed as dependents on a tax return must provide proof of household income (based on tax filings).
- Eligible Relocation Assistance Costs will only be paid with respect to residential rental units that (i) meet minimum habitability standards, (ii) are subject to a valid written lease agreement to which the tenant receiving such Relocation Assistance (“Relocation Assistance Recipient”) is a party (12 months’ lease is preferred), reflecting monthly rent in an amount that does not exceed 50% of the Relocation Assistance Recipient’s monthly household income.

Risk factors that may identify the need for Relocation Assistance and provision of additional support services from the PDR team, including housing navigation and case management, are:

- Tenants who are doubled up with other households (over-crowdedness),
- Households who are severely rent burdened (spending more than 50% of income on rent),
- History of housing instability in the immediately-preceding three-year period, and
- Tenants who have moved because of economic reasons two or more times during the three years immediately preceding such tenant’s application for PDR Relocation Assistance.

4. EXHIBIT A of the AGREEMENT is hereby amended by adding the following new last line item row to the “Performance Measures” table set forth in Section B.6:

Performance Measure	Goal
Number of eligible households served by PDR relocation assistance	80

5. EXHIBIT B to the AGREEMENT is hereby amended by replacing the “Agreement Amount” to read as follows:

“Agreement Amount:                   \$1,400,000”



7. EXHIBIT D to the AGREEMENT is hereby amended by adding the following new row to the bottom of the "Performance Measures – Overall" table set forth in Section 2 of Exhibit D (highlighted

Performance Measures - Overall							
	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
% of households receiving prevention that will retain housing or be re-housed	70%						
% of households receiving diversion and re-housing services that will obtain permanent housing	60%						
% of adult participants will increase obtain earned income or cash benefits at project exit	80%						
% of project participants entering permanent housing that will retain permanent housing at 1 year	80%						
Number of eligible households served by PDR relocation assistance	80						

in yellow):

8. Except as set forth in Sections 1 through 7, above, this Amendment shall not modify or change any of the provisions of the AGREEMENT, and the parties hereto and thereto are bound by its provisions, as amended herein.

9. 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:**

**COUNTY OF SANTA BARBARA:**

MONA MIYASATO  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk of the Board

By: \_\_\_\_\_  
Das Williams  
Chair, Board of Supervisors

**APPROVED AS TO ACCOUNTING FORM:**

**COUNTY OF SANTA BARBARA:**

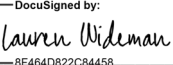
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

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*Robert Geis*  
By: \_\_\_\_\_  
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Deputy

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*George Chappian*  
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George Chappian, Community Services Director

**APPROVED AS TO FORM**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By: DocuSigned by:  
  
8E464D822C84458  
Deputy County Counsel

**APPROVED AS TO FORM:**  
GREG MILLIGAN, ARM, AIC  
RISK MANAGEMENT

By: DocuSigned by:  
  
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Risk Manager

“SUBRECIPIENT”

Good Samaritan Shelter  
a California Nonprofit Organization

DocuSigned by:  
*Sylvia Barnard*  
By: \_\_\_\_\_  
Sylvia Barnard, Executive Director