

**AMENDMENT TO
SUBRECIPIENT AGREEMENT**

**BETWEEN
COUNTY OF SANTA BARBARA
AND
Good Samaritan Shelter**

**Personal Property Storage
Federal 2021 American Rescue Plan Act (ARPA) - Coronavirus State and Local Fiscal Recovery Funds
21.027**

This Second Amendment to Subrecipient Agreement (“Second 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, a California nonprofit public benefit corporation (the “SUBRECIPIENT” and together with the COUNTY, collectively, the “Parties” and each individually a “Party”), whose address is 400 W. Park Avenue, Santa Maria, CA 93456.

WITNESSETH THAT:

WHEREAS, the COUNTY and SUBRECIPIENT are parties to that certain Subrecipient Agreement dated August 30, 2023 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Term of the Agreement as set forth in Section II.A. of the Agreement to extend the Term until June 30, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree 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 August 30, 2023 (“Operating Start Date”), and shall terminate on **June 30, 2025**, unless earlier terminated in accordance with the provisions of this Agreement or there are insufficient ARPA funds available for any reason (“Term”). All Services to be performed hereunder and set out in the Scope of Services may commence on the Operating Start date and shall terminate on **June 30, 2025**. Any funds available but not expended hereunder by **June 30, 2025**, will thereafter no longer be available to the SUBRECIPIENT and shall be returned to the COUNTY.”

2. 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: August 30, 2023 – June 30, 2025

3. 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
August 30, 2023 – September 30, 2023	October 20, 2023

October 1, 2023 – December 31, 2023	January 20, 2024
January 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

4. 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: August 30, 2023 – June 30, 2025

5. EXHIBIT H to the AGREEMENT (“Federal Award Identification Information”) is hereby amended by replacing the Subaward Period of Performance & Budget Period End Date set forth in Row 6 of Table 1 to read in its entirety as follows:

6	Subaward Period of Performance & Budget Period- End Date	June 30, 2025
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6. Except as set forth in Sections 1 through 5, above, this Second Amendment shall not modify or change any of the provisions of the Agreement and the parties to this Second Amendment and the Agreement are bound by the provisions of the Agreement, as amended herein.

7. Each of the parties hereto represents and warrants that such Party’s respective signatories to this Second Amendment have the power and authority to enter into this Second Amendment in the capacities set forth in such party’s signature block(s), below, and such party has fully complied with all formal requirements necessary for such party to enter into this Second Amendment and for this Second Amendment to be legally binding on such party. SUBRECIPIENT hereby certifies and warrants that entering into this Second Amendment shall not cause SUBRECIPIENT to breach the terms or conditions of any other contract or agreement to which SUBRECIPIENT is a party or which is otherwise binding on SUBRECIPIENT. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

[Signatures appear on the following page.]

REF: 11/18

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

ATTEST:

"COUNTY"
COUNTY OF SANTA BARBARA:

MONA MIYASATO
Clerk of the Board

By: Sheila LaGuerra
Deputy Clerk of the Board

By: Steve Lavagnino
Steve Lavagnino
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING
FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

Signed by:
Shawna Jorgensen
DF6DB6D7D6344E6...
By: _____
Deputy Auditor-Controller

DocuSigned by:
Jesús Armas
E33B804A6E03475...
By: _____
Jesús Armas, Community Services Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
Lauren Wideman
8F464D822C84458...
By: _____
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

Signed by:
Greg Milligan
05F555F00269466...
By: _____
Greg Milligan
Risk Manager

"SUBRECIPIENT"
Good Samaritan Shelter:

Signed by:
Sylvia Barnard
FB90BAA97CA34C1...
By: _____
Sylvia Barnard,
Executive Director

Date: _____