

**SECOND AMENDMENT
TO
SUBRECIPIENT AGREEMENT
BETWEEN COUNTY OF SANTA BARBARA as
ADMINISTRATIVE ENTITY FOR THE
SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE
AND
LEGAL AID FOUNDATION OF SANTA BARBARA COUNTY**

State of California Emergency Solutions and Housing (CESH) Program

THIS SECOND AMENDMENT TO THE SUBRECIPIENT AGREEMENT (“Second Amendment”) is made by and between

COUNTY OF SANTA BARBARA,
A political subdivision of the State of California,
Herein after referred to as “COUNTY”,

And

LEGAL AID FOUNDATION OF SANTA BARBARA COUNTY
A California nonprofit organization,
Herein after referred to as “SUBRECIPIENT”;

With reference to the following:

WHEREAS, the State of California Emergency Solutions and Housing (CESH) Program (“Program”) is authorized under State SB 850 (Stats. 2018, Ch. 48 §4) and operates under the requirements of Health and Safety Code, Part 2 of Division 31 Chapter 2.8, commencing with section 50490 and including sections 50490.1, 50490.2, 50490.3, 50490.4 and 50490.5; and

WHEREAS, on September 1, 2019, COUNTY and SUBRECIPIENT entered into a Subrecipient Agreement for the Eviction Prevention and Defense program partially funded by the State of California Emergency Solutions and Housing (CESH) Program (hereinafter “Agreement”) in the amount of \$125,000; and

WHEREAS, on June 29, 2020, COUNTY and SUBRECIPIENT executed the First Amendment of the Subrecipient Agreement for the Eviction Prevention and Defense program which extended the termination date to February 28, 2021; and

WHEREAS, the Agreement sets forth the terms of the Time of Performance as delineated in Section II.A. “Time of Performance”; and

WHEREAS, Section VI.E, “Changes or Amendments,” of the Agreement provides that COUNTY and SUBRECIPIENT may amend the Agreement at any time 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

WHEREAS, the parties desire to ratify and amend the Period of Performance of the Agreement again as set forth in Section II.A. “Time of Performance,” to extend the termination date to June 30, 2021.

NOW, THEREFORE, the parties agree to amend the Agreement, as follows:

- 1. The first sentence of Section II.A. "Time of Performance," shall be replaced in its entirety as follows:

This Agreement shall begin on September 1, 2019, (Operating Start Date) and shall terminate on June 30,2021, unless suspended or terminated earlier or there are no State CESH Program funds available for any reason.

- 2. Except as set forth in Section 1 above, this Second Amendment shall not modify or change any of the provisions of the Agreement and First Amendment and the parties to this Second Amendment and the Agreement are bound by the provisions of the Agreement, as amended herein.

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

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
BOB NELSON
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
GEORGE CHAPIAN, DIRECTOR

DocuSigned by:
By: Juan Izquierdo
E1998503A4304B7...
Deputy Auditor- Controller

DocuSigned by:
By: Geo Chapian
516A633ACF984E9...
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC

DocuSigned by:
By: [Signature]
D0A627A89DD64A5...
Deputy County Counsel

DocuSigned by:
By: Ray Aromatorio
D3DB8526E16F47F...
Risk Manager

“SUBRECIPIENT”

Legal Aid Foundation of Santa Barbara County:

DocuSigned by:
By: *Jennifer Smith*
978A1D93B9054F4...
Jennifer Smith, Executive Director
11/24/2021 | 10:56 AM PST
Date: _____