

FIRSTAMENDMENT
to
SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER
Emergency Solutions Grant, Coronavirus (ESG-CV)

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 State of California (the “State”), Department of Housing and Community Development (“Department”) issued a second Notice of Funding Availability (“NOFA”) dated October 2, 2020 under the Coronavirus Aid, Relief, and Economic Stimulus (CARES) Act, which allocated federal funds for the Emergency Solutions Grants Program (the “Program” or “ESG”) to the State. These funds are referred to herein as the ESG-Coronavirus (ESG-CV) funds, and this October 2020 ESG-CV NOFA is distributing “Round 2” of the ESG-CV funds; and

WHEREAS, COUNTY is an approved State ESG Administrative Entity that previously received ESG-CV funding under the initial ESG-CV NOFA dated June 1, 2020; and

WHEREAS COUNTY may approve funding allocations for the ESG-CV Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between COUNTY and ESG-CV grant subrecipients; 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 originally executed the AGREEMENT, Board Contract No. BC21190, for Emergency Solutions Grant, Coronavirus Response Round 2 (ESG-CV2) Program funds in the sum of Six Hundred Seventy-Two Thousand Eight Hundred Dollars and no Cents (\$672,800) on June 15, 2021 for Emergency Shelter, including essential services and operations with a time of performance effective as of July 1, 2021, and ending May 31, 2022; and

WHEREAS, the parties desire to amend the AGREEMENT, Section IV. Payment and EXHIBIT B, Budget and Payment Procedures to increase funding in the amount of \$408,728; and

WHEREAS, the parties desire to amend the Period of Performance of the Agreement as set forth in Section II.A. “Time of Performance,” to extend the termination date to September 30, 2022; and

WHEREAS, any funds not expended by September 30, 2022 will no longer be available to the SUBRECIPIENT; and

WHEREAS, COUNTY desires to retain the services of the SUBRECIPIENT pursuant to the terms, covenants and conditions here set forth; and

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

1. Section II. A. Time of Performance, of the AGREEMENT, is hereby amended as follows:

This Agreement shall begin on July 1, 2021 (Operating Start Date), and shall terminate on September 30, 2022, unless suspended or terminated earlier, or there are no ESG-CV funds available to the COUNTY for any reason. All work to be performed hereunder and set out in the Scope of Services and that is funded with the State ESG-CV award may commence on the Operating Start date, July 1, 2021, and shall be completed by September 30, 2022. Any funds not expended by September 30, 2022 will no longer be available to the SUBRECIPIENT. If allowable under the ESG-CV Standard Grant Agreement between State HCD and the COUNTY, the Term and the Award Time of Performance may be extended upon written approval of the COUNTY as described in Section VI.E below.

2. 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 \$1,081,528.

3. Section IV. Payment, of the AGREEMENT, the third sentence of paragraph one, obligating HHAP funds to the AGREEMENT, is hereby removed in its entirety. To effectuate the removal of the third sentence of paragraph one of Section IV. Payment, of the AGREEMENT regarding HHAP funds, the AGREEMENT is hereby further amended by deleting all references to the HHAP Program, HHAP NOFA, HHAP funds or funding, and laws solely applicable to HHAP.

4. Section VI. E. Changes or Amendments, subsection 1, of the AGREEMENT is hereby replaced in its entirety as follows:

1. Increase or decrease the total contract maximum amount by amending the Budget, attached hereto as Exhibit B, which includes Attachments B-1 and B-2, of the Agreement to ensure full and timely expenditure of all awarded ESG-CV funds; provided that any increase to the Agreement not exceed 10% of the original total contract maximum amount of the Agreement; and further provided that all expenditures must be eligible pursuant to 24 CFR Part 576, 25 CCR Sections 8408 and 8409, and all other applicable laws. In no event shall an amendment be made pursuant to this subsection VI.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.

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

Revenue

Source	Total Program Budget	ESG-CV Funds	Other
ESG-CV Program (This grant)	\$ 1,081,528	\$ 1,081,528	
Total Revenue	\$ 1,081,528	\$ 1,081,528	\$ -

Exhibit B – Attachment 2



ESG-CV

Project Budget - Expenses

Project Title ESG-CV Hedges House of Hope
 Applicant Name GSS

Expenses

Budget Term: January 1, 2021 - September 30, 2022

Expense	Original Total Program Budget (ESG-CV Funds Only)	Revised Total Program Budget (Include New Additional ESG-CV Funds If Applicable)	ESG-CV Program			ESG-CV Budget Change +/-
			SERVICES	FINANCIAL or RENTAL ASSISTANCE	OTHER FUNDING (Match or Leverage Funds)	
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.						
Program Manager 1.0 FTE @ 100% - \$62,400/year	\$ 62,400.00	\$ 62,400.00	\$ 62,400.00			\$ -
Shelter Staff 8.4 FTE@ 100% - \$35,360/year	\$ 297,024.00	\$ 297,024.00	\$ 297,024.00			\$ -
Case Manager 2 FTE @ 100% - \$41,600/year	\$ 83,200.00	\$ 83,200.00	\$ 83,200.00			\$ -
Program Director .27FTE @100% \$81,120/year	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00			\$ -
Data Analyst .10FTE @100% \$52,000/year	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00			\$ -
Employee Benefits and Payroll Taxes 35%	\$ 164,438.40	\$ 117,456.00	\$ 117,456.00			\$ (46,982.40)
Client Services and Direct Assistance						
Auto Expenses/Transport		\$ 13,000.00	\$ 13,000.00			\$ 13,000.00
Contracted- Cleaning/IT/Other	\$ 12,960.00	\$ 16,000.00	\$ 16,000.00			\$ 3,040.00
Contracted/Prof Services Security	\$ 25,578.00	\$ 110,502.00	\$ 110,502.00			\$ 84,924.00
Laundry		\$ 500.00	\$ 500.00			\$ 500.00
Insurance		\$ 1,400.00	\$ 1,400.00			\$ 1,400.00
Office Expense/Supplies		\$ 15,000.00	\$ 15,000.00			\$ 15,000.00
Program Supplies Food		\$ 20,000.00	\$ 20,000.00			\$ 20,000.00
Program Catered Meals Dinners 50 residents		\$ 160,000.00	\$ 160,000.00			\$ 160,000.00
Program Supplies		\$ 29,718.00	\$ 29,718.00			\$ 29,718.00
Repairs & Maintenance		\$ 16,000.00	\$ 16,000.00			\$ 16,000.00
Telephone/Internet		\$ 12,000.00	\$ 12,000.00			\$ 12,000.00
Util - Electricity		\$ 4,800.00	\$ 4,800.00			\$ 4,800.00
Util - Heat (Gas)		\$ 4,000.00	\$ 4,000.00			\$ 4,000.00
Util - Water/Sewer		\$ 17,600.00	\$ 17,600.00			\$ 17,600.00
Security Cameras		\$ 15,000.00	\$ 15,000.00			\$ 15,000.00
Other (specify below)						
Indirect Costs (Can be no more than 10% of Labor (Salaries and Benefits))		\$ 58,728.00	\$ 58,728.00			\$ 58,728.00
Total Expenses	\$ 672,800	\$ 1,081,528	\$ 1,081,528	\$ -	\$ -	\$ 408,728
			TOTAL ESG-CV Portion:	\$ 1,081,528		
					↑ Δ ESG-CV Funding	

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:
MONA MIYASATO
Clerk of the Board

COUNTY OF SANTA BARBARA:


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

By:  _____
30A707CFDB2A426...
Deputy

By:  _____
89F88FFEF9E4F2...
George Chapjian, Community Services Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
8281CC884E8841F...
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

By:  _____
DC240AC1E842A7D...
Greg Milligan

“SUBRECIPIENT”
Good Samaritan Shelter
a California Nonprofit Organization

DocuSigned by:
Sylvia Barnard
FB90BA97CA34C1...
By: _____
Sylvia Barnard, Executive Director