

FIRST AMENDMENT
to
CONTRACTOR AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
New Beginnings Counseling Center
Emergency Solutions Grant, Coronavirus Round 2

This First Amendment to the Contractor Agreement (“AGREEMENT”) is entered into by and between the County of Santa Barbara, political subdivision of the State of California (“COUNTY”), and New Beginnings Counseling Center, a California Nonprofit Organization (“CONTRACTOR”).

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 funding;

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;

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 recipients;

WHEREAS, COUNTY and CONTRACTOR originally executed the AGREEMENT for Emergency Solutions Grant, Coronavirus Response Round 2 (ESG-CV2) Program funds on February 9, 2021 with a time of performance effective as of January 1, 2021 and ending June 30, 2022; and

WHEREAS, CONTRACTOR was awarded the sum of Two Hundred Thousand dollars and no cents (\$200,000.00) for Rapid Rehousing services including housing location and case management services, rental and financial assistance, and landlord incentives; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and competent to provide the housing and services required by the COUNTY;

WHEREAS, COUNTY and CONTRACTOR desire to increase the contract amount of by adding \$195,017.50.00 of additional ESG-CV2 funding to the budget of AGREEMENT. Line items in Section III. “Budget,” and Exhibit B to the AGREEMENT will be modified to include 1 year of Shelter Diversion services to augment the currently offered Rapid Rehousing services.

WHEREAS, any funds not expended by June 30, 2022 will no longer be available to the PROJECT;

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

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 January 1, 2021 (Operating Start Date) and shall terminate on June 30, 2022, unless suspended or terminated earlier or there is no ESG-CV2 Funding available for any reason. All work to be performed hereunder and set out in the Scope of Services may commence on the Operating Start date, January 1, 2021 shall be completed by June 30, 2022. Any funds not expended by June 30, 2022 will no longer be available to the PROJECT;

2. Section IV. Payment, of the AGREEMENT, the first sentence of paragraph one is hereby replaced as follows:

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$395,017.50.00**.

4. 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.

5. 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 CONTRACTOR have caused this Agreement to be executed by their respective duly authorized officers.

ATTEST:

COUNTY OF SANTA BARBARA:

MONA MIYASATO
Clerk of the Board

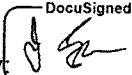
By: 
Deputy Clerk of the Board

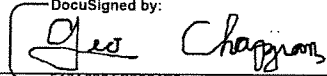
By: 
Bob Nelson, Chair
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:

COUNTY OF SANTA BARBARA:

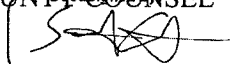
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

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Deputy

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George Chapjian, Community Services Director


APPROVED AS TO FORM

MICHAEL GHIZZONI
COUNTY COUNSEL

By: 
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Deputy County Counsel

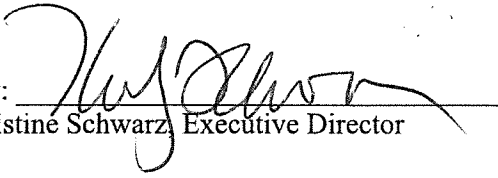
APPROVED AS TO FORM:

RISK MANAGEMENT

By: 
D3DB8526F16F47E
Ray Aromatorio, ARM, AIC

“CONTRACTOR”

New Beginnings Counseling Center
a California Nonprofit Organization

By: 
Kristine Schwarz, Executive Director