

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA,
as Administrative Entity for the Santa Maria/Santa Barbara County Continuum of Care,
and
PARTNERS IN HOUSING SOLUTIONS, INC.

This First Amendment to Subrecipient Agreement ("First Amendment") is made and entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and Partners in Housing Solutions, Inc., a California Nonprofit Public Benefit Corporation ("SUBRECIPIENT" and, together with COUNTY, collectively, the "Parties" and each a "Party"), 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 the California Health and Safety Code, Chapter 2.8 of Part 2 of Division 31, commencing with section 50490 and including sections 50490.1, 50490.2, 50490.3, 50490.4 and 50490.5; and

WHEREAS, COUNTY and SUBRECIPIENT entered into a Subrecipient Agreement effective September 1, 2020 ("Agreement"), for Program funds in the amount of \$229,777; and

WHEREAS, the Parties desire to amend the Period of Performance of the Agreement as set forth therein in Section II.A. "Time of Performance," to extend the termination date to July 31, 2022; and

WHEREAS, the Parties desire to amend the EXHIBIT B to the Agreement (Budget and Payment Procedures) to revise certain budget line items with no change in the total amount of Agreement; and

WHEREAS, any funds not expended by July 31, 2022, will no longer be available to SUBRECIPIENT; and

WHEREAS, Section VI.E of the Agreement, "Changes or Amendments," 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.

NOW THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. Section II. A. of the Agreement is hereby amended by replacing Section II.A. to read in its entirety as follows:

"This Agreement shall begin on September 1, 2020 (Operating Start Date) and shall terminate on July 31, 2022, unless suspended or terminated earlier or there is no CESH funding available for any reason. All work to be performed hereunder as set out in the Scope of Services may commence on the Operating Start date, September 1, 2020, and shall be completed by July 31, 2022. Any funds not expended by July 31, 2022, will no longer be available to the SUBRECIPIENT and shall be returned to the COUNTY. If allowable under the CESH 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. The Time of Performance set forth in Exhibit A of the Agreement is hereby amended to read as follows:

“Time of Performance: September 1, 2020—July 31, 2022”

3. The last line of the Status Reports schedule set forth in Section C.2. of Exhibit A to the Agreement is hereby amended to read in its entirety as follows:

“April 1, 2022—July 31, 2022

January 31, 2023”

4. The “Term” set forth in Exhibit B to the Agreement is hereby amended to read as follows:

“Term: September 1, 2020—July 31, 2022”

5. ATTACHMENT 2 to EXHIBIT B of the Agreement is hereby amended by replacing ATTACHMENT 2 in its entirety with the following:

Expenses				Budget Term: 2020 - 2022		
Expense	Original Total Program Budget	Original ESG-CV Budget	Revised ESG-CV Budget	CESH Program		
				Services	Rental Assistance or subsidies	Other
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.						
Housing Locator 1.0 PTE @ \$32,256/yr	\$ 64,512					\$ 64,512
Housing Locator 1.0 PTE @ \$11,808/yr	\$ 23,616	\$ 23,616	\$ (10,000)	\$ 13,616		\$ -
Admin/Oversight 1.0 FTE \$43,680/yr	\$ 87,630					\$ 87,630
Executive Director 1.0 FTE @ \$75,075/yr	\$ 150,150					\$ 150,150
Case Management 1.0 FTE @ 47,652/yr	\$ 95,304					\$ 95,304
Case Aide 1.0 pTE @ \$4,896/yr	\$ 9,792					\$ 9,792
Oversight for CESH 1.0 PTE \$2,952/yr	\$ 5,904	\$ 5,904	\$ (2,000)	\$ 3,904		\$ -
Employee Benefits and Payroll Taxes 25%	\$ 126,771	\$ 19,742	\$ (14,000)	\$ 5,742		\$ 107,029
Client Services and Direct Assistance						
Rental Assistance	\$ 153,915	\$ 153,915	\$ 40,050		\$ 193,965	\$ -
Financial Assistance	\$ -					\$ -
Consultants and Contracts (Includes AmeriCorps)						
Supplies (includes General, Food, and Office Supplies)	\$ 32,100	\$ 2,700	\$ (2,000)	\$ 700		\$ 29,400
Travel, Mileage, and Training (Includes Gas and Vehicle Expenses)	\$ 31,290	\$ 7,090	\$ (6,000)	\$ 1,090		\$ 24,200
Equipment Rental and Maintenance	\$ 400					\$ 400
Other (Please specify):						
Insurance	\$ 9,050	\$ 2,050	\$ (2,050)	\$ -		\$ 7,000
Marketing	\$ 8,000					\$ 8,000
Outreach	\$ 1,000					\$ 1,000
Risk Reduction	\$ 2,000					\$ 20,000
Utilities	\$ 16,200					\$ 16,200
Other (specify below)						
Rent, Fees, Meetings	\$ 34,175					
Indirect Costs (Maximum 10% of Labor)						
Total Expenses	\$ 930,459	\$ 229,777	\$ -	\$ 35,812	\$ 193,965	\$ 684,417
				TOTAL CESH Portion \$ 229,777		

6. Except as set forth above, this First Amendment shall not modify or change any of the other provisions of the Agreement, and the Parties to this First Amendment and the Agreement are bound by the provisions of the Agreement, as amended herein.

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.

11-1-19

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have caused this First Amendment to be executed by their respective duly authorized officers.

COUNTY OF SANTA BARBARA:

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the date executed by COUNTY.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA:

By: Shirley LaGuerra
Deputy Clerk

By: Das Williams
Das Williams, Chair
Board of Supervisors

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

DocuSigned by:
Robert Geis
By: D25019E2AF0948E...
Deputy Auditor-Controller

DocuSigned by:
George Chapjian
By: 80FB8FFEEF0E4F2...
George Chapjian
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

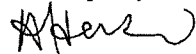
DocuSigned by:
Lauren Wideman
By: 8F404D022C84456...
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

DocuSigned by:
Gregory Milligan
By: DC240AC1E64247D...
Risk Manager

SUBRECIPIENT

Partners In Housing Solutions, Inc., a California Nonprofit Public Benefit Corporation:

DocuSigned by:

By _____
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Alma Harmsen, Executive Director