

SECOND AMENDMENT

to

SUBRECIPIENT AGREEMENT

BETWEEN

COUNTY OF SANTA BARBARA

AND

**NBCC, a California Public Benefit Nonprofit Corporation, dba NEW BEGINNINGS
COUNSELING CENTER**

Emergency Solutions Grant, Coronavirus (ESG-CV)

This Second 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 NBCC doing business as New Beginnings Counseling Center, 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, COUNTY and SUBRECIPIENT originally executed the AGREEMENT for Emergency Solutions Grant, Coronavirus Response Round 2 (ESG-CV) Program funds on February 9, 2021, in the amount of \$200,000 with a time of performance effective as of January 1, 2021, and ending June 30, 2022; and

WHEREAS, on June 22, 2021 COUNTY and SUBRECIPIENT, under the name New Beginnings Counseling Center, executed a First Amendment to the AGREEMENT by adding \$195,017.50 in funds for a new total contract maximum amount of Three hundred ninety-five thousand seventeen dollars and fifty cents (\$395,017.50) for Rapid Rehousing services, including housing location and case management services, rental and financial assistance, and landlord incentives; 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, the parties desire to amend the name of the SUBRECIPIENT in the First Amendment to substitute the current entity name as NBCC, a California Public Benefit Nonprofit Corporation, dba New Beginnings Counseling Center, instead of the previously referenced entity name of New Beginnings Counseling Center; 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, the parties desire to amend the AGREEMENT, Section IV. Payment and EXHIBIT B. Budget and Payment Procedures to decrease funding in the amount of \$115,373; 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. All references to SUBRECIPIENT as New Beginnings Counseling Center in the First Amendment shall be replaced by NBCC, a California Public Benefit Nonprofit Corporation, dba New Beginnings Counseling Center, as originally referenced in the AGREEMENT.

2. 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 September 30, 2022, unless suspended or terminated earlier, or there are no ESG-CV Funds 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, 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 Round 2 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.

3. Section IV. Payment, of the AGREEMENT, the first sentence of paragraph one is hereby replaced in its entirety as follows in order to reduce the total maximum amount of the AGREEMENT to result in full expenditure:

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed \$279,644.50.

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

- 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

Project Budget - Revenues	
Project Title	Rapid Rehousing
Applicant Name	Good Samaritan Shelter
ESG-CV2 Award	Budget Term: 2021 - 2022
Component	Award Amount
Services	\$ 249,502.50
Rental Assistance or Subsidies	\$ 30,142.00
TOTAL	\$ 279,644.50

Revenue and Expense budgets should reflect the *entire program budget* for the specific project for which ESG-CV2 funds were awarded. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	ESG-CV Funds	Other
ESG-CV Program (This grant)	\$ 279,644.50	\$ 279,644.50	
Total Revenue	\$ 279,644.50	\$ 279,644.50	\$ -

EXHIBIT B – ATTACHMENT 2

(Following Page)

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

ATTEST:

COUNTY OF SANTA BARBARA:

MONA MIYASATO
Clerk of the Board

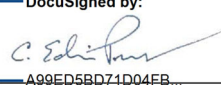
By: _____
Deputy Clerk of the Board

By: _____
Joan Hartmann
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:

COUNTY OF SANTA BARBARA:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
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Deputy

By:  _____
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George Chapjian, Community Services Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

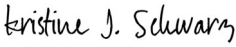
By:  _____
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Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

By:  _____
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Greg Milligan

“SUBRECIPIENT”
NBCC,
a California Public Benefit Nonprofit Corporation

DocuSigned by:
By: 
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Kristine Schwarz, Executive Director