

**FIRST AMENDMENT
TO
SUBRECIPIENT AGREEMENT
BETWEEN COUNTY OF SANTA BARBARA as
ADMINISTRATIVE ENTITY FOR THE
SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE
AND
NBCC, A California Public Benefit Nonprofit Corporation**

State of California Emergency Solutions and Housing (CESH) Program

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT ("First Amendment") is made by and between

COUNTY OF SANTA BARBARA,
a political subdivision of the State of California,
hereinafter referred to as "COUNTY",

and

NBCC
a California Public Benefit Nonprofit Corporation,
hereinafter 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 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, 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 entered into a Subrecipient Agreement effective March 1, 2020, for Expansion of the Safe Parking Program [Click here to enter text.](#) partially funded by the Homeless Emergency Aid Program (HEAP) and State of California Emergency Solutions and Housing (CESH) Program (hereinafter "Agreement") in the amount of \$483,400; and

WHEREAS, the Agreement sets forth SUBRECIPIENT's obligations regarding the provision of services and staffing as delineated in Section I, "Scope of Service" and sets forth the expenses, staff salaries, and staff benefits eligible for reimbursement in Exhibit B of the Agreement; and

WHEREAS, COUNTY has unexpended CESH funds remaining in the amount of \$41,834 and available General Fund interest in the amount of \$18,227; 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 \$60,061.00; and

WHEREAS, the parties desire to amend the name of the SUBRECIPIENT 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, 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

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

1. All references to SUBRECIPIENT as New Beginnings Counseling Center in the AGREEMENT shall be replaced by NBCC, a California Public Benefit Nonprofit Corporation, dba New Beginnings Counseling Center.

2. The first sentence of Section IV, PAYMENT, of the AGREEMENT, is hereby replaced in its entirety as follows in order to increase the total maximum amount of the AGREEMENT:

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed \$543,461.

3. 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 CESH funds; provided that any increase to the Agreement shall not exceed 10% of the original total contract maximum amount of the Agreement; and further provided that all expenditures must be eligible pursuant to 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 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.

4. 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	CESH Funds	Other
CESH Program (This Agreement)	\$ 245,234	\$ 245,234	
HEAP Program (This Agreement)	\$ 280,000	\$ 280,000	
General Fund interest (This Agreement)	\$ 18,227	\$ 18,227	
CDBG - Cities	\$ 40,000		\$ 40,000
CDBG - County	\$ 5,000		\$ 5,000
CoC Program			
ESG - County			
HOME - Cities			
HOME - County			
Other Federal Funds (specify program below)			
Other State Funds (specify program below)			
Other Funds			
County Human Services Funds	\$ 50,000		\$ 50,000
Other Local Funds: County and City of SB general Funds	\$ 50,000		\$ 50,000
Private Trusts and Foundation Funds	\$ 10,000		\$ 10,000
Fundraising Events	\$ 10,000		\$ 10,000
Donations	\$ 5,714		\$ 5,714
Client Fees			
Other (specify source below)			
Total Revenue	\$ 714,175	\$ 543,461	\$ 170,714

EXHIBIT B – ATTACHMENT 2

Expenses

Budget Term: 2020 - 2023

Expense	Total Program Budget	CESH Program		
		Services	Rental Assistance or subsidies	Other Source
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.				
Program Manager - 1.0 FTE @ 15% - \$62,400/year for 3 years	\$ 28,080	\$ 28,080		
Program Director - 1.0 FTE @ 15% - \$117,675/year for 3 years	\$ 52,954	\$ 52,954		
Case Manager - 1.0 FTE @ 100% - \$45,760/year for 3 years	\$ 137,280	\$ 91,520		\$ 45,760
Case Manager - 1.0 FTE @ 100% - \$45,760/year for 1.5 years	\$ 68,640	\$ 22,880		\$ 45,760
Lot Monitor/Outreach Worker - 2.0 FTE @ 50% @ \$14/hr for 2.25 years	\$ 65,520	\$ 65,520		
	\$ -			
Employee Benefits, Payroll Taxes & Workes Comp	\$ 71,685	\$ 55,210		\$ 16,475
Client Services and Direct Assistance				
Rental Assistance	\$ 41,500		\$ 39,000	\$ 2,500
Financial Assistance	\$ 16,500		\$ 14,000	\$ 2,500
Flexible funds	\$ 10,500		\$ 9,000	\$ 1,500
Consultants and Contracts (Includes Lompoc lot improvements)	\$ 65,000	\$ 65,000		
Supplies (needed for program delivery - not general admin)	\$ 7,200	\$ 3,600		\$ 3,600
Travel, Mileage, and Training (Includes Gas and Vehicle Expense)	\$ 30,000	\$ 16,000		\$ 14,000
Equipment Purchase and Maintenance	\$ 15,019	\$ 14,000		\$ 1,019
Other (Please specify below):				
Porta Potty Rentals - \$150/month x 6 units x 24 months	\$ 19,600	\$ 5,400		\$ 14,200
General Liability Insurance	\$ 10,800	\$ 5,400		\$ 5,400
Facilities/Office space - north/south county	\$ 63,697	\$ 49,297		\$ 14,400
Communications - cell phone and internet	\$ 10,200	\$ 6,600		\$ 3,600
Other (specify below)				
Indirect Costs (Maximum 10% of Labor)				
Total Expenses	\$ 714,175	\$ 481,461	\$ 62,000	\$ 170,714
		TOTAL CESH Re:	\$ 543,461	0

5. 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.

6. 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

By: *Shirley LaGuerra*
Deputy Clerk of the Board

COUNTY OF SANTA BARBARA:

By: *Joan Hartmann*
Joan Hartmann
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: *Robert Geis*
Deputy

COUNTY OF SANTA BARBARA:

By: *George Chapjian*
George Chapjian, Community Services Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

By: *Mike Munoz*
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

By: *Gregory Milligan*
Greg Milligan

"SUBRECIPIENT"

NBCC, a California Public Benefit Nonprofit Corporation:

DocuSigned by:
By: Kristine J. Schwarz
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Kristine Schwarz, Executive Director

Date: 06/10/2022