SECOND AMENDMENT

to

SUBRECIPIENT AGREEMENT

BETWEEN
COUNTY OF SANTA BARBARA
AND

GOOD SAMARITAN SHELTER

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, 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 funding; 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 recipients; 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 for Emergency Solutions Grant, Coronavirus Response Round 2 (ESG-CV2) Program funds in the sum of Two Hundred Thousand Dollars and no cents (\$200,000) on August 17, 2021 for Emergency Shelter including essential services and operations with a time of performance effective as of August 17, 2021 and ending January 31, 2022; and

WHEREAS, on March 15, 2022, the parties amended the AGREEMENT Section IV. Payment and EXHIBIT B. Budget and Payment Procedures to add additional funding in the amount of \$96,364; and

WHEREAS, on March 15, 2022, the parties amended 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 Period of Performance of the Agreement as set forth in Section II.A "Time of Performance," to extend the termination date to December 31, 2022; and

WHEREAS, any funds not expended by December 31, 2022 will no longer be available to the PROJECT; and

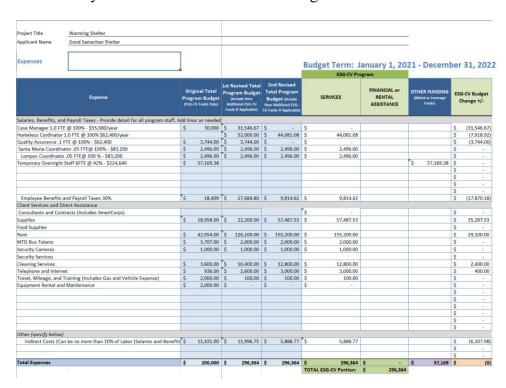
WHEREAS, COUNTY desires to retain the services of the SUBRECIPIENT pursuant to the terms, covenants and conditions here set forth; and

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 August 17, 2021 (Operating Start Date) and shall terminate on December 31, 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, August 17, 2021, shall be completed by December 31, 2022. Any funds not expended by December 31, 2022 will no longer be available to the PROJECT. If allowable under the ESG-CV2 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.

2. EXHIBIT B. Budget and Payment Procedures. ATTACHMENT 1, of the AGREEMENT is hereby amended to include the following:



"COUNTY"

COUNTY OF SANTA BARBARA:

Date:

- 3. Except as set forth herein, this Second Amendment shall not modify or change any of the provisions of the AGREEMENT or First Amendment and the parties to the AGREEMENT are bound by its provisions, as amended herein.
- 4. This Second 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 Second Amendment to be executed by their respective duly authorized officers.

By: Gora Chapian

George Chapjian
Community Services Director

"SUBRECIPIENT"
Good Samaritan Shelter a California Nonprofit Organization:

By: Sylvia Barnard

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Sylvia Barnard, Executive Director