

SUBRECIPIENT AGREEMENT

between

COUNTY OF SANTA BARBARA

and

UNITED WAY OF SANTA BARBARA COUNTY

for

CONSOLIDATED APPROPRIATIONS ACT OF 2021 EMERGENCY RENTAL ASSISTANCE PROGRAM, ASSISTANCE LISTING NUMBER 21.023

FOURTH AMENDMENT

This Fourth Amendment to Subrecipient Agreement ("Fourth Amendment"), dated December 13, 2022, is made by and between the United Way of Santa Barbara County, Inc., a California nonprofit public benefit corporation, whose address is 320 E. Gutierrez Street, Santa Barbara, CA 93101 ("SUBRECIPIENT"), and the County of Santa Barbara, a political subdivision of the State of California ("COUNTY" and together with SUBRECIPIENT, collectively, the "Parties" and each a "Party").

WHEREAS, on February 9, 2021, COUNTY and SUBRECIPIENT entered into that certain Subrecipient Agreement for the Consolidated Appropriations Act of 2021 Emergency Rental Assistance Program (as amended by the First Amendment, Second Amendment, and Third Amendment thereto, as described in greater detail below, the "Agreement"); and

WHEREAS, on April 20, 2021, COUNTY and SUBRECIPIENT entered into that certain First Amendment to Subrecipient Agreement ("First Amendment") to, among other things, reduce the award amount from the estimated allocation amount to reflect the amount of Emergency Rental Assistance ("ERA1") funds actually awarded; and

WHEREAS, on April 19, 2022, COUNTY and SUBRECIPIENT entered into that certain Second Amendment to Subrecipient Agreement ("Second Amendment") to increase the award of funds under the Agreement by \$1,156,932.68, the amount reallocated by the U.S. Department of the Treasury ("US Treasury") to COUNTY from other jurisdictions' unused funds, for total award amount of \$15,477,578.84; and

WHEREAS, on September 13, 2022, COUNTY and SUBRECIPIENT entered into that certain Third Amendment to Subrecipient Agreement ("Third Amendment") to increase the award of funds under the Agreement by \$1,001,370.54, the amount reallocated by U.S. Treasury to COUNTY from other jurisdictions' unused ERA1 funds since the Second Amendment, for a total award amount of \$16,478,949.38, and extending the term of the Agreement to December 29, 2022, due to an extension by U.S. Treasury of the time to obligate ERA1 funds; and

WHEREAS, on November 1, 2022, the COUNTY received notification from the U.S. Treasury of an award of ERA1 Round Four reallocation funds from other jurisdictions' unused ERA1 funds, in the amount of Four Hundred Sixty-Four Thousand, Seven Hundred Thirty-Six dollars, and Nineteen Cents (\$464,736.19), thereby increasing the available amount of COUNTY ERA1

Treasury Funds to Sixteen Million, Nine Hundred Forty-Three Thousand, Six Hundred Eighty-Five Dollars and Fifty-Seven Cents (\$16,943,685.57); and

WHEREAS, pursuant to Section I.E of the Agreement, COUNTY and SUBRECIPIENT desire to make certain amendments to the Agreement, as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

Definitions. Capitalized terms used in this Fourth Amendment, to the extent not otherwise defined herein, shall have the same meanings ascribed to such terms in the Agreement, as previously amended.

Amendments. The Parties agree to amend the Agreement as follows:

1. The total amount to be paid by the County under the Agreement (referred to in the recitals of the Agreement as the "County Grant"), as set forth in Exhibit B to the Agreement as the "Agreement Amount" and the Total Grant Amount in the last row of the Table set forth in Section 1 "Budget" of Exhibit B ("Agreement Amount"), is hereby increased to an aggregate Agreement Amount of Sixteen Million, Nine Hundred Forty - Three Thousand, Six Hundred Eighty Five Dollars and Fifty-Seven Cents (\$16,943,685.57).
2. Exhibit B to the Agreement is hereby amended by replacing Exhibit B in its entirety with Exhibit B attached to this Fourth Amendment and incorporated herein by this reference.
3. Exhibit C to the Agreement, Expenditure Summary Reimbursement Request, is hereby amended by replacing Exhibit C in its entirety with Exhibit C attached to this Fourth Amendment and incorporated herein by this reference.

Ratifications. The terms and provisions set forth in this Fourth Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this Fourth Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the Parties.

Counterparts. Pursuant to Section XVIII of the Agreement (inadvertently referenced in the original Agreement as Section XIII), Execution of Counterparts, this Fourth Amendment may be executed in counterparts, all of which taken together shall constitute a single agreement between the Parties.

(Signatures appear on following pages.)

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to be effective as of December 13, 2022.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: *Shirley de la Guerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Joan Hartmann*
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: 12-13-22

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

DocuSigned by:
Robert Geis
By: _____
Deputy Auditor- Controller

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
GEORGE CHAPIAN, DIRECTOR

DocuSigned by:
George Chapian
By: _____
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
Lauren Wideman
By: _____
Deputy County Counsel

SUBRECIPIENT: UNITED WAY OF SANTA BARBARA COUNTY, INC.

DocuSigned by:
Steve Ortiz
By: _____
Steve Ortiz, President & CEO

APPROVED AS TO FORM:
GREG MILLIGAN, ARM, AIC
RISK MANAGEMENT

DocuSigned by:
Gregory Milligan
By: _____
Risk Manager