

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT
between
COUNTY OF SANTA BARBARA
and
UNITED WAY OF SANTA BARBARA COUNTY, INC.
for
AMERICAN RESCUE PLAN ACT OF 2021 –
EMERGENCY RENT ASSISTANCE PROGRAM: STATE (ERA 2)

This First Amendment to Subrecipient Agreement ("First Amendment"), dated October 3, 2023, 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").

WHEREAS, the State of California secured an allocation of funds authorized by the U.S. Department of Treasury under the American Rescue Plan Act for Emergency Rent Assistance, Round 2 ("ERA 2"); and

WHEREAS, the County received notification from the State of California of a pass-through allocation to the County of ERA 2 funds ("ERA 2 Funds") for administration of an Emergency Rent Assistance program ("ERAP") in the County under Option B, which allows for the COUNTY to directly administer the ERA 2 Funds; and

WHEREAS, pursuant to Resolution No. 21-208, signed by the Chair of the Board of Supervisors of the County of Santa Barbara on November 9, 2021, the Director of the County's Community Services Department is authorized to execute Master Standard Agreements with the State of California Housing and Community Development Department for ERA 2 Funds, up to Thirty Million Dollars (\$30,000,000); and

WHEREAS, the COUNTY received four million, nine hundred, eighty-one thousand, three hundred forty dollars and 37 cents (\$4,981,340.37) from the State in a first tranche of ERA 2 funding ("Tranche 1"); and

WHEREAS, on April 19, 2022, COUNTY and SUBRECIPIENT entered into that certain Subrecipient Agreement for Tranche 1 of the ERA 2 Funds (the "Agreement"); and

WHEREAS, Subrecipient continues to operate an Emergency Rental Assistance Application Portal for Santa Barbara County Residents in accordance with the Agreement; and

WHEREAS, on September 15, 2023, the County received an additional two hundred sixty thousand, three hundred dollars (\$260,300.00) from the State of California in a second tranche of ERA 2 funds ("Tranche 2") to complete the ERA 2 program, and

WHEREAS, to the parties hereto desire to amend the Agreement to reflect the addition of the Tranche 2 funds, as memorialized herein.

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

1. **Definitions.** Capitalized terms used but not defined in this First Amendment shall have the meanings ascribed to such terms in the Agreement.
2. **Amendments.** The parties hereto agree to amend the Agreement as follows:
 - A. Exhibit B to the Agreement, the Budget, is replaced in its entirety by Exhibit B attached to this First Amendment and incorporated herein by this reference.
 - B. Exhibit C to the Agreement, the Expenditure Summary Reimbursement Report, is replaced in its entirety by Exhibit C attached to this First Amendment and incorporated herein by this reference.
3. **Ratifications.** The terms and provisions set forth in this First 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 First 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 hereto.
4. **Counterparts.** This First Amendment may be executed in counterparts, all of which taken together shall constitute a single agreement between the parties hereto.

(Signatures on following pages.)

First Amendment to Subrecipient Agreement between the County of Santa Barbara and United Way of Santa Barbara.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of October 3, 2023.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: Sheila da Guerc
Deputy Clerk

By: [Signature]
DAS WILLIAMS
CHAIR, BOARD OF SUPERVISORS

Date: 10-3-23

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

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

DocuSigned by:
[Signature]
By: A99ED5BD71D04FB
Deputy Auditor- Controller

DocuSigned by:
George Chapjian
By: 89F88FFFE9E4F2...
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

SUBRECIPIENT: UNITED WAY OF SANTA BARBARA COUNTY, INC.

DocuSigned by:
Lauren Wideman
By: 8F464D822C84458...
Deputy County Counsel

DocuSigned by:
Steve Ortiz
By: 081FFC6E4D2C43A...
Steve Ortiz, President & Chief Executive Officer

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

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

EXHIBIT B**BUDGET AND PAYMENT PROCEDURES****SUBRECIPIENT: United Way of Santa Barbara County****PROGRAM NAME: American Rescue Plan Act Emergency Rent Assistance Program (ERA -2), State of California****AGREEMENT AMOUNT: \$5,241,640.37****INTRODUCTION**

This Budget and Payment Procedures exhibit is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara, State of California and United Way of Santa Barbara County (SUBRECIPIENT) as referenced in the Agreement. The purpose of this Budget and Payment exhibit is to further describe the payment requirements referenced in the Subrecipient Agreement.

1. BUDGET

	ITEM	GRANT AMOUNT
1	Family Services Agency (FSA) Case Management Contract Services	\$ 280,000.00
2	PR and Marketing (2-month equivalent)	\$ 4,160.00
3	Online Application System, cloud hosting, text messages/communication, computers.	\$ 16,440.00
4	Direct Processing Costs (postage, check stock, printing, letterhead, envelopes, site maintenance, utilities)	\$ 24,000.00
5	Program Support Staff (bilingual) (7 FT)	\$ 193,265.00
6	Program Coordinator (bilingual) (1 FT)	\$ 43,020.00
7	Finance, Administration, Contract Reporting & Audit 3PT	\$ 55,739.95
8	Benefits and Overhead Percentage of Staffing	\$ 55,857.00
9	Direct Rental/Utility Assistance Payments	\$ 4,569,158.42
	TOTAL	\$5,241,640.37

2. REIMBURSEMENT OF STAFF SALARIES AND BENEFITS
 Check box if Not Applicable

The salaries and benefits of the following staff positions are eligible for reimbursement:

TITLE	DUTIES
Case Management Contract Services (Family Services Agency)	Income and other eligibility certification and issue checks
Bilingual Program Coordinator Support Staff (7 FT)	In-person/over the phone office hour application support
Program Coordinator (1 FT)	Document and Reporting
Finance/Accounting (3 PT)	Department Costs/prepare invoices to County, along with required supporting documentation

Individual staff members may change from time-to-time; however, such changes must be reported to the County.

1.9.1

3. DRAW REQUESTS

Draw requests must include:

- A. Expenditure Summary and Payment Request (ESPR)
- B. Supporting documentation (check all that apply):
 - Third-party invoices or receipts
 - Check copies showing payment (cancelled checks)
 - Payroll records, including timesheets delineating time worked on eligible activities and payroll journals showing gross pay and deductions
- Proof of County residency, self-verification of income level and COVID-19 impact

EXHIBIT C

(Sample – form to be provided to Subrecipient in Excel)

EXHIBIT C EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

For use for ERA 2 Agreement(s)

updated to add Tranche 2 \$250,300

INSTRUCTIONS: Complete tab 2 first, then complete only the yellow shaded cells on tab 1. Print, sign and submit

Agency Name <u>United Way of Santa Barbara County</u>	Invoice/Request # <u>11</u>	Revised <input type="checkbox"/>
Program Name <u>State of California ERA 2</u>	Date Submitted <u>8.18.23</u>	
Address <u>320 Gutierrez Street, Santa Barbara, CA 93103</u>		
Contact Person <u>Steve Ortiz</u>	HCD Project # _____	
Phone <u>805-965-8592</u>	PO/Contract No _____	
Email <u>soriza@unitedwayofsb.org</u>	Report Period: <u>July 2023</u>	

SUBMIT COMPLETED FORM TO Carlos Jimenez Housing Program Specialist
 Phone: 805-568-3529 Email: cjimenez@countyofsb.org

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Cat. 1 <i>UW Program Delivery Costs</i>	<i>Staffing, 9 FTE Support Staff, 1 FTE Coordinator, finance staff and b</i>	\$ 672,481.95	\$ 190,380.61	\$ 14,574.31	\$ 467,527.03
Cat. 2 <i>Direct Rental Assistance</i>	<i>ERAP Direct Financial Assistance to ERAP Clientele</i>	\$ 4,569,158.42	\$ 4,308,858.42		\$ 260,300.00
Cat. 3					\$ -
Cat. 4					\$ -
Cat. 5					\$ -
Cat. 6					\$ -
Cat. 7					\$ -
Cat. 8					\$ -
	TOTAL	\$ 5,241,640.37	\$ 4,499,239.03	\$ 14,574.31	\$ 727,827.03

Check this box if this is the final payment. Any balances will be rescinded and returned to the County.

Certification:

I certify to the best of my knowledge and belief that this report is true and complete, and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer	Administrator / Executive Director
Name _____ Title _____	Name _____ Title _____
Signature _____ Date _____	Signature _____ Date _____

Public Service programs: Payment requests are due for each quarter by the 20th of the month following quarter end.

Capital Projects: Payment requests are due monthly by the 20th of the month following the reporting month.

This form has been tailored for the funding year noted in the upper-right corner of this form. Other ESPR forms are obsolete.