

SUBRECIPIENT AGREEMENT

between

COUNTY OF SANTA BARBARA

and

UNITED WAY OF SANTA BARBARA COUNTY

for

AMERICAN RESCUE PLAN ACT OF 2021 EMERGENCY RENT ASSISTANCE PROGRAM

SECOND AMENDMENT

This Second Amendment to the Subrecipient Agreement, dated December 14, 2021, (“Agreement”) is made between the **United Way of Santa Barbara County**, a California nonprofit organization, whose address is 320 E. Gutierrez Street, Santa Barbara, CA 93101, (hereafter “Subrecipient”) and the **County of Santa Barbara**, a political subdivision of the State of California, (hereinafter “County”).

WHEREAS, pursuant to Agreement Section I.E, the County and Subrecipient desire to make certain amendments to the Agreement as detailed herein; and

WHEREAS, a First Amendment to the Agreement was made on September 14, 2021 accounting for the \$2,442,626 second tranche of the COUNTY’s American Rescue Plan Emergency Rent Assistance (“ERA 2”) allocation; and

WHEREAS, a \$9,966,361.68 third tranche of the the COUNTY’s ERA 2 allocation was made available to County by the U.S. Department of Treasury since the First Amendment to the Agreement was executed; and

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

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

Definitions. Capitalized terms used in this Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

Amendments. The Parties agree to the following amendments:

1. The Amount of the Agreement is increased from Six Million Six Hundred Forty Four Thousand Two Hundred Forty Dollars (\$6,644,240.84) to Sixteen Million Six Hundred Ten Thousand Six Hundred Two Dollars (\$16,610,602.52).
2. Exhibit A of the Agreement, Scope of Services, is replaced in its entirety by the Exhibit A attached to this Amendment and incorporated herein by this reference.

3. Exhibit B, Budget of the Agreement, is replaced in its entirety by the Exhibit B attached to this Amendment and incorporated herein by this reference.

4. Exhibit C of the Agreement, Expenditure Summary Reimbursement Report, is replaced in its entirety by the Exhibit C attached to this Amendment and incorporated herein by this reference.

Ratifications. The terms and provisions set forth in this Second 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 Second 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 XIII of the Agreement this Second Amendment may be executed in counterparts, all of which taken together shall constitute a single agreement between the Parties.

(Signatures on following pages.)

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment on December 14, 2021.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

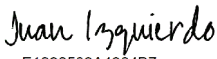
By: _____
Deputy Clerk

By: _____
Bob Nelson
Chair, Board of Supervisors

Date: _____

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


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

DocuSigned by:
By:  _____
E1998503A4304B7...
Deputy Auditor- Controller

DocuSigned by:
By:  _____
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Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

SUBRECIPIENT: UNITED WAY OF SANTA BARBARA COUNTY

DocuSigned by:
By:  _____
D0A627A89DD64A5...
Deputy County Counsel

DocuSigned by:
By:  _____
081FFE5E4B2C43A...
Steve Ortiz, President & CEO

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

DocuSigned by:
By:  _____
D3DB8526E16F47F...
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

SUBRECIPIENT: United Way of Santa Barbara County
PROGRAM NAME: American Rescue Plan Emergency Grant Payment Program
AGREEMENT AMOUNT: \$16,610,602.52

INTRODUCTION

This Scope of Services is attached to and incorporated into the Subrecipient Agreement (AGREEMENT) between the County of Santa Barbara (COUNTY) and United Way of Santa Barbara County (SUBRECIPIENT). The purpose of this Scope of Services is to further describe the program requirements referenced in the Agreement.

1. FEDERAL REGULATORY INFORMATION

A. National Objective: *Benefit to low- and moderate- income (LMI) persons*

Proposed Number of beneficiaries: 1800 households with rent and utility assistance

B. Beneficiaries. Beneficiaries who will benefit from the project are to be counted by the total number of HOUSEHOLDS (all members of a household are counted as one household).

C. The Project will be carried out under (check all that apply):

24 CFR 570.208(a)(1) Area Benefit
List the neighborhoods and census tracts of the service areas in which the activities will be carried out:
Neighborhoods:
Census Tracts:

OR

Limited Clientele
Select which method of income verification that must be used:
 Self-Certification. SUBRECIPIENT may rely on a self-attestation of household income without further verification if the applicant attests under penalty of perjury in their application or other document that they are unable to provide documentation of their income. If a written attestation without further verification is relied on to document the majority of the applicant's income, SUBRECIPIENT must reassess the household's income every three months.

OR

Verification of income per

- Obtain source documents evidencing annual income from 2020 or more recent (e.g., tax return, wage statement, interest statement, unemployment compensation statement); or
- Alternatively, may determine monthly income at time of the application and extrapolate to determine annual income. SUBRECIPIENT must obtain

income source documentation, as listed above per 4 CFR Part 5.609, for at least the two months prior to the submission of the application for assistance.:

OR

Presumed Benefit: If an applicant's household has been verified as a low-income family as defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)) (for ERA2) in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income or status as a low-income family, provided that the determination for such program was made on or after January 1, 2020. I.e., Medi-Cal, WIC, Free and Reduced Lunch, SNAP, Cal Fresh, CalWORKS, SNP, Free and Reduced Lunch Program for California Families, and any household income-based state or federally funded assistance program for low-income persons or households.

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

A. Scope of Work to be performed

SUBRECIPIENT will administer an Emergency Rent Assistance program (Program) as authorized by the American Rescue Plan Act of 2021. The Program will provide emergency assistance payments to qualifying households who apply to SUBRECIPIENT's on-line application portal. Assistance may cover 100% of arrears dating back to March 13, 2020, current amounts due, and up to 3-months of prospective rent, relocation assistance (such as security deposits and first and last months rent for securing a new unit), and other expenses related to housing (such as motel stays where the household has been temporarily or permanently displaced from its primary residence and does not have a permanent residence elsewhere) as authorized by the American Rescue Plan, for up to a total of 18-months combined assistance under the Consolidated Appropriations Act ERAP and this American Rescue Plan ERAP. Rental arrears must be prioritized before current or future rent. Eligible expenses include rent, utilities, relocation assistance, and other expenses related to housing. The funds may not be used for ineligible expenditures, as may be described in U.S. Department of Treasury or State of California guidance.

Payments will be made directly to the owners or managers ("landlords") of the rental units on behalf of the tenants except as otherwise provided herein. Rent payments may be made to tenants directly in limited circumstances where landlords do not accept ERA payments despite (i) a request for participation is sent in writing, by mail, to the landlord, and the addressee does not respond to the request within seven calendar days after mailing; (ii) SUBRECIPIENT has made at least three attempts by phone, text, or e-mail over a five calendar-day period to request the landlord or utility provider's participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate.

Qualifying households are also eligible to apply for utility payment assistance, for arrears dating back to March 13, 2020, current, and up to 3-months of prospective utility payments, for a total of 18-months combined assistance under the Consolidated Appropriations Act ERAP and this American Rescue Plan ERAP.

The Emergency Rent Assistance Program is intended to prevent homelessness by providing rent assistance to residents who experienced a loss of income due to, or during, coronavirus, also known as COVID-19. Program applicants at or below 50% AMI will be prioritized for assistance and offered additional housing counseling services. SUBRECIPIENT must require applicants to document that they have:

- a. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due to or during the coronavirus pandemic;
- b. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include past due rent and utility notices and eviction notices, if any, as part of the application process; and
- c. the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))). For determining annual income, SUBRECIPIENT shall document at least one of the following methods of Income Certification for each approved application:
 1. Source Document Income Certification. Obtain at the time of application source documents evidencing annual income from 2020 or more recent (e.g., tax return, wage statement, interest statement, unemployment compensation statement). Alternatively, may determine monthly income, SUBRECIPIENT must obtain income source documentation, as listed above per 4 CFR Part 5.609, for at least the two months prior to the submission of the application for assistance.
 2. Categorically Eligible. If an applicant's household has been verified as a low-income family as defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)) (for ERA2) in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income or status as a low-income family, provided that the determination for such program was made on or after January 1, 2020. I.e., Medi-Cal, WIC, Free and Reduced Lunch, SNAP, Cal Fresh, CalWORKS, SNP, Free and Reduced Lunch Program for California Families, and any household income-based state or federally funded assistance program for low-income persons or households.
 3. Self-Certification. SUBRECIPIENT may rely on a self-attestation of household income without further verification if the applicant attests under penalty of perjury in their application or other document that they are unable to provide documentation of their income. If a written attestation without further verification is relied on to document the majority of the applicant's income, SUBRECIPIENT must reassess the household's income every three months.

SUBRECIPIENT will serve qualified program beneficiaries who submit an application on United Way’s application portal on a first-come, first served basis and applicants will be placed in the queue when their applications are deemed “complete” by the SUBRECIPIENT, i.e. when all required supporting documentation is received, such as income information, proof of job loss or reduced hours, etc. The order of applications accepted and processed may not necessarily reflect the order of when applicants first contacted the SUBRECIPIENT or date that the application was first submitted. In addition, the SUBRECIPIENT may find, upon further examination of supporting documentation, that some applicants won’t meet the income or other eligibility criteria and will deny applications when warranted. In order to prioritize eligible households at or below 50% AMI, SUBRECIPIENT will process checks to this population prior to other qualifying households in its bi-weekly check cutting cycle. Applicant households at or below 50% AMI may also be referred to SUBRECIPIENT’s subcontractor for eviction prevention housing counseling services.

SUBRECIPIENT shall staff a call center during business hours where tenants, landlords, and courts at their option can obtain the status of an application and request documentation of such status.

i. Eligible geographic areas

Eligible areas	Income limits
County-wide	80% AMI

ii. Eligible income limits

FY 2021 Income Limit Category	Total number of persons in household related and unrelated							
	1	2	3	4	5	6	7	8
80% Area Median Income	70,050	80,050	90,050	100,050	108,100	116,1-0	124,100	132,100
50% Area Median Income	43,750	50,000	56,250	62,450	67,450	72,450	77,450	82,450

iii. Summary of SUBRECIPIENT Program administration

- Confirm eligibility
 1. Jurisdiction (Santa Barbara County)
 2. Income
 3. Unemployment benefits; loss of income due to or during COVID-19
 4. Risk of homelessness or housing instability
- Eligible for Unemployment, or, Proof of loss of income and connection to COVID-19:
 - Employer letter, if available

- Employer/Business name and address
- Employee duties
- Date or reason for furlough/layoff/termination
- Applicant signs declaration under penalty of perjury and repayment of funds (form to be provided by HCD or may be incorporated into application if application is/will be signed, or electronically signed, by applicant).
- Certification of household income.
 - Categorical eligibility
 - Source Documentation
 - Under limited circumstances, written attestation without further documentation of household income i.e.,: to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access
- Document amount of rent or relocation assistance
 - Copy of lease, if available
 - Landlord confirmation if current lease is not available
 - If an applicant is unable to present adequate documentation of the amount of the rental obligation, grantees may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. The assistance described in this paragraph may only be provided for three months at a time, and a grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household
- Document amount of utilities
 - Copy of current/past bill
- Duplication of Benefits Check
 - Check HMIS and State of California data
 - Applicants can reapply for additional 3-months assistance, for a maximum of 18 months' rent and/or utilities.
 - Comply with Non-Binding Memorandum of Understanding between COUNTY and State of California Department of Housing and Community Development, a copy of which is appended to this Exhibit A Scope of Services.
- Pay landlords rent arrears, current rent, and/or up to 3-months of prospective rent, or relocation assistance (such as deposits for new rental units) after an eviction
 - Ask tenant how much they need (verifiable by documentation or communication with landlord)
 - Must pay back rent arrears before current or future rent

- Rent payments may be made to tenants directly in limited circumstances where landlords do not accept ERA payments despite (i) a request for participation is sent in writing, by mail, to the landlord, and the addressee does not respond to the request within seven calendar days after mailing; (ii) SUBRECIPIENT has made at least three attempts by phone, text, or e-mail over a five calendar-day period to request the landlord or utility provider's participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate.
- Pay utility companies arrears, current, and/or up to 3-months of prospective utility payments up to 18-months combined assistance under the Consolidated Appropriations Act ERAP and this American Rescue Plan ERAP.
- Upon request, provide Application Status and any Final Determinations of applications for rent assistance to landlords of a given unit, tenants of a given unit, or courts.

3. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due as required by State and Treasury, at a minimum monthly by the 15th day of the month. Reports must include the following:

- a. Number of beneficiaries served during the reporting period by Supervisorial District
- b. Total number of applications received (awarded and denied) during the reporting period
- c. Demographic information for each household member (HCD will provide form)
- d. Documentation of household income level
- e. Numeric accounting of progress toward goals, including without limitation:
 - i. Average rental assistance amount provided per household; and
 - ii. Number of unduplicated households assisted
- f. Brief narrative report on activities contained in Section 2

At a minimum, in order to ensure COUNTY is able to fulfil its reporting requirements to Treasury and Duplication of Benefits reports to the State, SUBRECIPIENT will collect beneficiary income and demographic information, which will include the following information:

- Address of rental unit assisted,
- Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider,
- Amount and percentage of monthly rent covered by ERA assistance,
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance provided to each household (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household,
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided,
- Household income and number of individuals in the household,

- Gender, race, and ethnicity for the primary applicant for assistance, and
- Number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

SUBRECIPIENT will follow the duplication of benefits procedures of the State of California Department of Housing and Community Development, as may be modified or updated throughout the performance of this scope of work.

4. RECORD-KEEPING AND MONITORING

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least five (5) years after the later of expiration of this Agreement or final payment made by County to Subrecipient. Files shall be made available to the County, the State of California, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

5. Data Privacy and Security Requirements

SUBRECIPIENT understands that information and data collected from individuals and households in connection with this AGREEMENT is private and confidential, including but not limited to any information collected from individuals who are survivors of intimate partner violence, sexual assault, or stalking (“Protected Information”). SUBRECIPIENT shall only collect Protected Information as necessary in order to perform this AGREEMENT and to submit reports as required herein and in the Non-Binding Memorandum of Understanding appended hereto. SUBRECIPIENT shall comply with all privacy and confidentiality laws applicable to the Protected Information, including applicable federal, state and local laws.

SUBRECIPIENT shall implement appropriate safeguards, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information. SUBRECIPIENT’s obligations include, but are not limited to, implementing and abiding by the procedures set forth in SUBRECIPIENT’s Confidential Information and Nondisclosure policy attached to this Exhibit A Scope of Work. COUNTY, through the Community Services Director or designee, reserves the right to require additional data privacy and security measures in order to protect the privacy of individuals and households, whether such additional measures are required by Federal or State Law, in connection with further regulatory, statutory or programmatic guidance released in or as otherwise determined to be necessary by COUNTY in its sole discretion. SUBRECIPIENT shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the AGREEMENT or unauthorized use or disclosure of Protected Information of which SUBRECIPIENT becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. SUBRECIPIENT shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

SUBRECIPIENT shall ensure that any agents and subcontractors under this AGREEMENT agree in writing to the same restrictions and conditions that apply to SUBRECIPIENT with respect to such Protected Information and implement the safeguards required by this AGREEMENT. SUBRECIPIENT’s agents and subcontractors may implement alternative administrative, physical or technical safeguards only with the prior written approval from the County Community Services Director.

**EXHIBIT C
EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)**

FY 2020 - 21
July - June

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

Agency Name United Way of Santa Barbara County
 Program Name American Rescue Plan ERA 2
 Address 320 Gutierrez Street, Santa Barbara, CA 93103
 Contact Person Steve Ortiz
 Phone 805-965-8591
 Email sortiz@unitedwaysb.org

Invoice/Request # _____ Revised
 Date Submitted _____
 HCD Project # _____
 PO/Contract No _____ Expiration Date _____
 Report Period: (enter month for capital projects and quarter for public services)
 Month February
 Quarter Qtr 1 (July - Sep) Qtr 2 (Oct - Dec)
 Qtr 3 (Jan - Mar) Qtr 4 (Apr - Jun)

SUBMIT COMPLETED FORM TO Ted Teyber Sr Housing Program Specialist
 Phone: 805-568-3513 Email: teyber@co.santa-barbara.ca.us

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 <u>Program Delivery Costs</u>	<u>United Way admin & FSA case management sub-contract</u>	\$ 1,620,816.00	\$ 42,934.32		\$ 1,577,881.68
Cat. 2					\$ -
Cat. 3 <u>ERAP Direct Assistance</u>	<u>rent, utility and relocation assistance</u>	\$ 14,989,787.00	\$ 2,232,588.00		\$ 12,757,199.00
Cat. 4					\$ -
Cat. 5					\$ -
Cat. 6			\$ -		\$ -
Cat. 7			\$ -		\$ -
Cat. 8			\$ -		\$ -
TOTAL		\$ 16,610,603.00	\$ 2,275,522.32	\$ -	\$ 14,335,080.68

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

Name _____ Title _____
 Signature _____ Date _____

Administrator / Executive Director

Name _____ Title _____
 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.