

SUBRECIPIENT AGREEMENT
between
COUNTY OF SANTA BARBARA
and
UNITED WAY OF SANTA BARBARA COUNTY
for
**CONSOLIDATED APPROPRIATIONS ACT OF 2021 EMERGENCY RENT ASSISTANCE
PROGRAM, ASSISTANCE LISTING NUMBER 21.023**

SECOND AMENDMENT

This Second Amendment to the Subrecipient Agreement, dated April 19, 2022, ("Second Amendment") 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, on February 9, 2021, COUNTY and SUBRECIPIENT entered into the Subrecipient Agreement for the Consolidated Appropriations Act of 2021 Emergency Rent Assistance Program (the "Agreement"); and

WHEREAS, on April 20, 2021, COUNTY and SUBRECIPIENT entered into a First Amendment to the Agreement to, among other things, reduce the award amount to the actual vs. estimated amount; and

WHEREAS, on December 1, 2021, COUNTY approved a budget revision to reallocate funds within different budget categories without any increase to the total contract maximum amount of the Agreement, which remained at \$13,275,190; and

WHEREAS, COUNTY was awarded reallocated ERA 1 Grant funds by the U.S. Department of Treasury under the 2021 Consolidated Appropriations Act in the aggregate amount of \$2,202,388.14, of which \$1,156,932.68 is derived from COUNTY's first ERA 1 reallocation request, and \$1,045,455.46 is derived from COUNTY's second ERA 1 reallocation request; and

WHEREAS, pursuant to Section I.E of the Agreement, COUNTY and SUBRECIPIENT desire to make certain amendments to the Agreement, as amended, as detailed further herein; 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, as amended.

Amendments. The Parties agree to the following amendments:

1. The total contract maximum amount of the Agreement is increased from Thirteen Million Two Hundred Seventy-Five Thousand One Hundred Ninety Dollars (\$13,275,190.00) to Fifteen Million Four Hundred Seventy-Seven Thousand Five Hundred Seventy-Eight Dollars and Fourteen Cents (\$15,477,578.14).
2. Exhibit B, Budget of the Agreement, is replaced in its entirety by the Exhibit B attached to this Second Amendment and incorporated herein by this reference.
3. Exhibit C of the Agreement, Expenditure Summary Reimbursement Report, is replaced in its entirety by the Exhibit C attached to this Second 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, as amended. The terms and provisions of the Agreement, as amended, 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 XVIII of the Agreement, Execution of Counterparts, 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 to be effective on _____, 2022.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: Shah al-Guerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Joan Hartmann
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: 4-19-22

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

DocuSigned by:
By: C. Schaffer
A88ED68D71D04FB...
Deputy Auditor- Controller

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

DocuSigned by:
By: George Chapian
89FB87FEFE9E4F2...
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: Rachel Van Mullem
6251CC884E8B4F...
Deputy County Counsel

SUBRECIPIENT: UNITED WAY OF SANTA BARBARA COUNTY

DocuSigned by:
By: Steve Ortiz
061PFEE3E=B2C43A...
Steve Ortiz, President & CEO

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

DocuSigned by:
By: Gregory Milligan
DC249AC1E64247D...
Risk Manager

EXHIBIT B (Second Amendment)

BUDGET AND PAYMENT PROCEDURES

SUBRECIPIENT: United Way of Santa Barbara County

PROGRAM NAME: Appropriations Act Emergency Grant Payment Program

AGREEMENT AMOUNT: \$15,477,578.14

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
United Way Program Delivery Costs	\$386,939.00
Admin Contingency	\$7,388.00
FSA Case Management Subcontract	\$309,551.00
Direct Assistance	\$13,999,822.14
Housing Counseling Subcontract	\$773,878.00
TOTAL	\$15,477,578.14

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 (x2)	In-person/over the phone office hour application support
Program Coordinator	Document and Reporting
Finance/Accounting	Department Costs/prepare invoices to County, along with required supporting documentation
Housing Counseling Subcontractor	Eviction Prevention services

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

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

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

For use for ERA 1 Agreements

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

Agency Name United Way of Santa Barbara County Invoice/Request # Revised

Program Name #2 2021 Consolidated Appropriations Act - ERA 1 (incorporates reallocations #1 and #2) Date Submitted _____

Address 320 Gutierrez Street, Santa Barbara, CA 93103

Contact Person Steve Ortiz HCD Project # _____

Phone 805-965-8591 PO/Contract No _____

Email sorliz@unitedwaysb.org Report Period: _____ (enter month for capital projects and quarter for public services)

Report Period: _____

SUBMIT COMPLETED FORM TO Carlos Jimenez Sr 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 <u>United Way Program Delivery Costs</u>		\$ 386,939.00	\$ -	\$ -	\$ 386,939.00
Cat. 2 <u>Admin Contingency</u>		\$ 7,388.00	\$ -	\$ -	\$ 7,388.00
Cat. 3 <u>FSA Case Management Subcontract</u>		\$ 309,551.00	\$ -	\$ -	\$ 309,551.00
Cat. 4 <u>Direct Assistance</u>		\$ 13,999,822.14	\$ -	\$ -	\$ 13,999,822.14
Cat. 5 <u>Housing Counseling Subcontract</u>		\$ 773,878.00	\$ -	\$ -	\$ 773,878.00
Cat. 6 -		\$ -	\$ -	\$ -	\$ -
Cat. 7 -		\$ -	\$ -	\$ -	\$ -
Cat. 8 -		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 15,477,578.14	\$ -	\$ -	\$ 15,477,578.14

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 _____

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.