

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

COUNTY OF SANTA BARBARA

AND

Fighting Back Santa Maria Valley (FBSMV)

Youth Homelessness Demonstration Program Planning Support

THIS AGREEMENT ("Agreement") is entered by and between the County of Santa Barbara, a political subdivision of the State of California (herein called the "COUNTY") and **Fighting Back Santa Maria Valley** having its principal place of business at 201 Miller St STE 107, Santa Maria, CA 93454 (herein called the "CONTRACTOR") as of this 4th day of April, 2023 ("Agreement").

WITNESSETH THAT:

WHEREAS, The Santa Maria/Santa Barbara County Continuum of Care was awarded \$5,167,564 in Youth Homelessness Demonstration Program ("YHDP") funds to prevent and end youth homelessness; and

WHEREAS, the Continuum of Care Program ("CoC Program") is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11381 et seq.), hereinafter called the "CoC Act"; and

WHEREAS, the Youth Action Board ("YAB") designated 10% of the Award for Planning, Project selection, and YAB support to be administered by COUNTY; and

WHEREAS, COUNTY serves as the Collaborative Applicant for the Santa Maria/Santa Barbara County Continuum of Care ("CoC"); and

WHEREAS, the COUNTY requires the services of the CONTRACTOR to provide support of YHDP administrative services including compensating youth collaborators and YAB members; and

WHEREAS, CONTRACTOR is an experienced Youth Services Provider and represents it has the skills, expertise necessary to perform the services required under this Agreement.

NOW, THEREFORE, in consideration the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto that:

I. SCOPE OF SERVICE

A. General

CONTRACTOR shall perform all services required under this Agreement ("Services") in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a competent practitioner of CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at COUNTY's request without additional compensation. Necessary permits and/or licenses shall be obtained by CONTRACTOR without additional compensation.

B. Services

CONTRACTOR shall provide COUNTY with the clerical and data quality services delineated in Scope of Work attached hereto as Attachment 1 (“Scope of Work” or “Attachment 1”) and incorporated herein by reference, in a manner satisfactory to COUNTY and consistent with all applicable federal, state and local statutes, regulations, ordinances, rules, executive orders, guidelines, policies, directives and standards, including, but not limited to, those pertaining to the Award funds (“Applicable Laws”).

C. Staffing

CONTRACTOR’s staffing for the Services shall be in accordance with the Scope of Work. Any changes in CONTRACTOR personnel that perform Services under this Agreement shall require prior written approval by the COUNTY.

D. Performance Monitoring

COUNTY will monitor the performance of CONTRACTOR against goals and performance standards set forth herein. Substandard performance as determined by COUNTY shall constitute noncompliance with this Agreement. If CONTRACTOR fails to take action to correct such substandard performance within one (1) week after being notified by the COUNTY of such substandard performance, or to promptly complete such correction(s) to the satisfaction of the COUNTY, the COUNTY may then immediately suspend or terminate this Agreement.

E. Changes

Changes in the scope of Services, budget, or method of compensation contained in this Agreement, unless otherwise provided herein, may only be made through a written amendment to this Agreement executed by the CONTRACTOR and COUNTY.

II. TIME OF PERFORMANCE

Services of CONTRACTOR shall start on April 4, 2023 (“Effective Date”) and shall end on June 30, 2024, unless terminated earlier in accordance with the provisions of this Agreement, or there are insufficient funds available for any reason (“Term”). If necessary, the Term may be extended upon written consent by COUNTY and CONTRACTOR.

III. BUDGET

The budget for CONTRACTOR’s Services shall be as set forth in Attachment 1 (“Budget”). In addition, COUNTY may require a more detailed Budget breakdown than the one contained herein, and the CONTRACTOR shall provide such supplementary budget information within one (1) week of COUNTY’s request for same in the form and content prescribed by the COUNTY. All amendments to the Budget shall require prior written approval by both the COUNTY and CONTRACTOR.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed \$80,848 (“Award”), and that the Award shall only be used for the reimbursement of eligible expenses in accordance with the Budget. Following the COUNTY’s receipt from CONTRACTOR of a request for reimbursement of eligible expenses in the form of the Expenditure Summary and Payment Request attached hereto as Attachment 3 and incorporated herein by reference (“ESPR”), together with an acceptable invoice with proper supporting documentation, and upon

the timely performance of measurable objectives identified in Attachment 1, COUNTY shall review the invoice and when approved, make payment.

COUNTY shall have no obligation to provide funds under this Agreement if for any reason there is inadequate funding available to pass through to CONTRACTOR, or if the Agreement is terminated or suspended.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. Mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means with confirmation of transmission. Any notice delivered or sent as aforesaid shall be effective on the date of delivery, if sent by by facsimile or other electronic means with confirmation of transmission, or sending, if via U.S. Mail. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

COUNTY

County of Santa Barbara
Community Services Department
Housing and Community Development
George Chapjian, Director
123 E. Anapamu St., 2nd floor
Santa Barbara, CA 93101
Email: gchapjian@sbccsd.org

CONTRACTOR

Fighting Back Santa Maria Valley
Edwin Weaver, Executive Director
201 Miller St Suite 107,
Santa Maria, CA 93454
(805) 346-1774
Email: edwin@FBSMV.com

VI. GENERAL CONDITIONS

A. General Compliance

CONTRACTOR agrees to comply with the requirements of 24 CFR 578.95(d)(2)(i)(A), but not 24 CFR 578.95 (d)(2)(i)(B). The CONTRACTOR does not assume COUNTY's environmental responsibilities described in 24 CFR 583.230, and CONTRACTOR does not assume the COUNTY's responsibility for initiating the review process under the provisions of 24 CFR Part 52. CONTRACTOR shall comply with all other Applicable Laws. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such Applicable Law(s), shall be conclusive of that fact as between CONTRACTOR and COUNTY.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties hereto. CONTRACTOR shall at all times remain an "independent contractor" with respect to the Services to be performed under this Agreement. COUNTY shall not be

responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. In addition, CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

C. Indemnification and Insurance

CONTRACTOR shall, at all times during the Term, comply with the indemnification and insurance provisions as set forth in Attachment 2, attached hereto and incorporated herein by reference.

D. Amendments

COUNTY and CONTRACTOR may amend this Agreement at any time provided that such amendments are in writing, make specific reference to this Agreement and are duly executed by both the CONTRACTOR and COUNTY. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or CONTRACTOR from its obligations under this Agreement, except to the extent specifically provided in such amendments.

COUNTY may, in its discretion, amend this Agreement to conform with federal, state or local governmental statutes, regulations, rules, executive orders, guidelines, policies, standards, directives and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and CONTRACTOR.

G. Suspension or Termination

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any terms of the Agreement, which include (but are not limited to), the following:

- Failure to comply with any Applicable Law(s).
- Failure, for any reason, of CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement; or
- Submission by CONTRACTOR to COUNTY of reports that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure to fulfill the obligations herein.

- a. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities, and minimizing negative effects on COUNTY from such winding down and cessation of services.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
- c. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all Services (unless the notice directs otherwise) and notify COUNTY as to the status of performance of the Services. The date of termination shall be the date such notice is received by CONTRACTOR, unless the notice directs otherwise.

2. Termination by CONTRACTOR

In accordance with 2 CFR Part 2400, this Agreement may be terminated by CONTRACTOR upon written notification to COUNTY setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of this Agreement or the award will not accomplish the purposes for which this Agreement or the Award was made, COUNTY may terminate this Agreement and the Award in its entirety under 2 CFR Part 2400.

3. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in

connection with this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination in a prorated amount of compensation due hereunder less payments for such Services previously made, if any. In no event shall CONTRACTOR be paid an amount in excess of the Award, nor for profit on unperformed portions of Service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

4. If HUD demands reimbursement from COUNTY for any of COUNTY's payment(s) to CONTRACTOR hereunder ("disallowed payment(s)") due to CONTRACTOR's failure to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable provision of this Agreement, or any Applicable Law(s), CONTRACTOR shall fully and completely reimburse COUNTY in the total amount of such disallowed payment(s).

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

CONTRACTOR shall comply with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The CONTRACTOR shall administer its program and the Services in conformance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Administrative Requirements

CONTRACTOR also agrees to comply with all applicable uniform administrative requirements set forth in 24 CFR 583.330, 24 CFR 578.99, and all applicable requirements set forth in 24 CFR Part 5 (24 CFR 5.100-5.2011).

B. Documentation and Record Keeping

1. Records to be Maintained

CONTRACTOR shall maintain all records required by Applicable Laws. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities for reimbursement hereunder;
- c. Financial records as required by 24 CFR 583.330, and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- d. Other records COUNTY deems necessary to document compliance with 24 CFR 583.330.

2. Retention

CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement (“Records”) for a period of at least four (4) years after the date of the submission of COUNTY’s annual performance report to HUD in which the activities assisted under the Agreement are reported on for the final time (“Record Retention Period”). Notwithstanding the foregoing, in the event of any litigation, claim, audit, negotiation or other action that involves any of the Records before the expiration of the Record Retention Period (each, an “Action”), then CONTRACTOR shall retain such Records until the later of (1) completion of all such Actions and the resolution of all issues, or (2) the expiration of the Record Retention Period.

3. Disclosure

CONTRACTOR understands that client information collected under this Agreement is private and the use or disclosure of such information, when not necessary and directly connected with the administration of COUNTY’s or CONTRACTOR’s responsibilities with respect to services provided under this Agreement, may be prohibited under state or federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Close-outs

CONTRACTOR’s obligations to COUNTY hereunder shall not end until all close-out requirements are completed. Close-out requirements shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, this Agreement shall

remain in effect during any period that the CONTRACTOR has control over Award funds, including program income.

5. Audits & Inspections

All CONTRACTOR records with respect to any matters relating to this Agreement shall be made available to COUNTY, HUD, and the Comptroller General of the United States, or any of their respective authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant information. All deficiencies noted in any audit report(s) must be fully cleared by CONTRACTOR within 30 days after receipt by CONTRACTOR of such audit report(s). Failure of CONTRACTOR to comply with the foregoing audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. CONTRACTOR shall have an annual agency audit conducted in accordance with current COUNTY policy concerning CONTRACTOR audits and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

6. Access to Records

CONTRACTOR shall furnish, and shall cause each of its contractors and subcontractors to furnish, to COUNTY all information and reports required hereunder, and shall provide COUNTY, HUD, and other authorized federal officials and their agents, with access to all books, records and accounts to ascertain compliance with Applicable Laws and the provisions of this Agreement.

C. Reports

CONTRACTOR shall submit progress reports to the COUNTY in the form, content, and frequency as requested by COUNTY.

D. Procurement

1. Indirect Costs

If reimbursement is requested for indirect costs, CONTRACTOR shall develop an indirect cost allocation plan for determining CONTRACTOR's share of administrative costs, and shall submit such plan to COUNTY for approval, in a form specified by COUNTY.

2. Travel

CONTRACTOR shall obtain prior written approval from COUNTY for all travel with funds provided under this Agreement.

3. Payment Procedures

COUNTY will pay to CONTRACTOR funds available under this Agreement based upon information submitted by CONTRACTOR and consistent with the Budget and COUNTY policy concerning payments. Payments will only be made for

eligible expenses actually incurred by CONTRACTOR, and not to exceed actual cash requirements. In addition, the COUNTY reserves the right to liquidate funds available under this Agreement for costs incurred by COUNTY on behalf of CONTRACTOR.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C., §§ 3601 et seq.), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C., §§ 5301 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., §§ 791 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C., §§ 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C., §§ 6101 et seq.), Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and all implementing regulations, and all as may be amended.

2. Nondiscrimination

No person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein, and CONTRACTOR shall comply with said Ordinance.

3. Land Covenants

The Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CONTRACTOR shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. CONTRACTOR, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant, and shall not itself so discriminate.

4. Section 504

CONTRACTOR shall comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program.

B. Affirmative Action

1. Approved Plan

CONTRACTOR shall carry out an Affirmative Action Program pursuant to and in accord with President's Executive Order 11246 of September 24, 1966. CONTRACTOR shall submit to COUNTY a plan for an Affirmative Action Program prior to CONTRACTOR's receipt of Award funds. COUNTY's acceptance of CONTRACTOR's Affirmative Action Program shall not be deemed to be or construed as CONTRACTOR's compliance with Executive Order 11246 or any other applicable federal or state law, regulation, rule, executive order, ordinance, resolution, guideline, policy, directive, or standard.

2. Women- and Minority-Owned Businesses (W/MBE)

CONTRACTOR shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Notifications

CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of CONTRACTOR's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

CONTRACTOR shall include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

CONTRACTOR is prohibited from using Award funds provided herein, or personnel employed in the administration of the Services, for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided under this contract and binding upon COUNTY, CONTRACTOR and any of CONTRACTOR's contractors and subcontractors. Failure to fulfill these requirements shall subject COUNTY, CONTRACTOR and all of CONTRACTOR's contractors and subcontractors, and their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. CONTRACTOR certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

CONTRACTOR further agrees to comply with the "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

CONTRACTOR certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

CONTRACTOR shall include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. CONTRACTOR shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and shall not allow any subcontract unless such potential subcontractor has first provided CONTRACTOR with a preliminary statement of ability to comply with the requirement of these regulations.

C. Conduct

1. Assignability

CONTRACTOR shall not assign or otherwise transfer, whether by operation of law or otherwise, this Agreement, any interest in this Agreement, or any of CONTRACTOR's rights or obligations hereunder without the prior written consent of COUNTY thereto in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect, and shall constitute grounds for immediate termination of this Agreement by COUNTY; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval, provided that notice of any such assignment or transfer shall be furnished promptly to COUNTY.

2. Subcontracts

a. Approvals

CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of COUNTY to such agreement.

b. Monitoring

CONTRACTOR shall monitor all subcontracted Services on a regular basis to assure compliance with this Agreement and all Applicable Laws. Results of such monitoring efforts shall be summarized by CONTRACTOR in written reports supported with documented evidence of follow-up actions taken to correct all areas of noncompliance.

c. Content

CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in connection with this Agreement.

d. Selection Process

CONTRACTOR shall ensure that all subcontracts engaged in connection with this Agreement shall be awarded on a fair and open competition basis in accordance with Applicable Laws, including, but not limited to, applicable procurement requirements. Executed copies of all such subcontracts shall be forwarded to the COUNTY, along with documentation reflecting the subcontractor selection process.

3. Hatch Act

CONTRACTOR agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C., §§ 7321 et seq. or 5 CFR Parts 733 and 734, all as may be amended.

4. Conflict of Interest

CONTRACTOR shall abide by the provisions of 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 24 CFR 578.95 and 24 CFR 583.330(e), which include, but are not limited to, the following:

- a. CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees and agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to activities under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to such activities, or

with respect to the proceeds from such activities, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of COUNTY, CONTRACTOR, or any designated public agency.

- d. CONTRACTOR shall promptly disclose to the COUNTY, in writing, all potential conflicts of interest.

5. Lobbying

CONTRACTOR hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CONTRACTORS shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or patentable inventions, COUNTY shall have the right to a royalty-free, non-exclusive and an irrevocable license to reproduce, publish or otherwise use and to authorize others to use, such work and materials for governmental purposes, and CONTRACTOR shall cooperate in securing such rights for COUNTY.

COUNTY shall be the owner of the following items in connection with this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this Section 6 except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, all reports, data, documents or other materials prepared under this Agreement.

7. Religious Activities

CONTRACTOR shall ensure that Award funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 583.150(b) (2), such as worship, religious instruction, or proselytization.

8. Criminal Disclosure

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 2424 and 31 U.S.C. 3321.)”

9. Debarment and Suspension

CONTRACTOR certifies to COUNTY that none of it and its employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

CONTRACTOR shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), CONTRACTOR shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

CONTRACTOR agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 583.330(d), and 24 CFR Part 35, Subpart B. Such regulations pertain to all assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

CONTRACTOR shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) as applicable and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless continue in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

COUNTY's delay or failure to act with respect to a breach by CONTRACTOR shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between COUNTY and CONTRACTOR with respect to the subject matter hereof, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between COUNTY and CONTRACTOR with respect to this Agreement. Each party hereto waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

XIV. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

XV. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

XVI. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as COUNTY desires.

XVII. CALIFORNIA LAW

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or performance hereunder shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

XVIII. EXECUTION OF COUNTERPARTS

This Agreement 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 hereto shall preserve undestroyed, shall together constitute one and the same instrument.

XIX. AUTHORITY

Each of the parties to this Agreement warrants and represents that such party has the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

XX. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Attachments, the provisions of the Agreement shall prevail over those in the Attachments.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Das Williams, Chair
Board of Supervisors

Date: _____

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

DocuSigned by:
Juan Izquierdo
By: _____
Deputy Auditor-Controller

COMMUNITY SERVICES DEPARTMENT
GEORGE CHAPJIAN
DIRECTOR

DocuSigned by:
George Chapjian
By: _____
Department Head

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

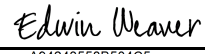
DocuSigned by:
Lauren Wideman
By: _____
Deputy County Counsel

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

DocuSigned by:
Gregory Milligan
By: _____
Risk Manager

CONTRACTOR:

Fighting Back Santa Maria Valley

By DocuSigned by:

A94243558B504C5...
Edwin Weaver, Executive Director
Fighting Back Santa Maria Valley

ATTACHMENT 1
SCOPE OF WORK
FIGHTING BACK SANTA MARIA VALLEY (FBSMV)
Youth Homelessness Demonstration Program (YHDP)
Support

Fighting Back Santa Maria Valley (“FBSMV” or “CONTRACTOR”) shall provide administrative support and compensation for youth and FBSMV staff contributing to development of the Coordinated Community Plan, Notice of Funding Opportunity, Review and Rank, Project Monitoring, and Youth Action Board attendance and management. Adherence to Applicable Laws, including, but not limited to, HUD regulations and guidelines is required as a condition of receiving and expending the Award funds.

CONTRACTOR shall provide the following deliverables in connection with the Services to be performed during the Term:

Youth Homelessness Demonstration Program (YHDP) Administrative Support

- a) Track and verify hours in accordance with the ESPR, and provide payment for YHDP youth contributors at \$25 per hour;
 - Submit invoices to the County at least quarterly;
- b) Track and verify participation and provide stipends for Youth Action Board (YAB) attendees in accordance with YAB attendance policies;
- c) Manage all YAB activities, including:
 - Recruiting YAB members;
 - Facilitating YAB meetings at least twice monthly. Deliverables include:
 - Drafting an agenda for each meeting;
 - Outreach to members;
 - Maintain meeting records, including attendance and minutes;
 - Assisting in drafting reports to the CoC Board.
- d) Collaborate with Lead Agency staff, young adult partners, and HUD-provided technical assistance team to draft and submit the Coordinate Community Plan, local Notice of Funding Opportunity, and facilitating the review and rank panel to select projects based on HUD and locally determined timelines.

BUDGET		
Activity #	Activity Description	Amount
1	Youth Contributors Compensation	\$39,000
2	General YAB Compensation	\$6,000
3	FBSMV Staff Compensation	\$35,848
Total		\$80,848

FBSMV’s staffing for the Services shall be sufficient to satisfactorily accomplish all deliverables and Services set forth in this Scope of Work in accordance with the Agreement and all Applicable Laws. Any changes in FBSMV staff that perform Services under this Agreement shall require prior written approval by the County.

The County will monitor the performance of FBSMV against regulations and performance standards set forth in this Agreement. Substandard performance as determined by County shall constitute noncompliance with this Agreement. If CONTRACTOR fails to take action to correct such substandard performance within one (1) week after being notified by the COUNTY of such substandard performance, or to promptly complete such correction(s) to the satisfaction of the COUNTY, the COUNTY may then immediately suspend or terminate this Agreement.

Attachment 2

Indemnification and Insurance Requirements

(For Professional Contracts)

INDEMNIFICATION

SUBRECIPIENT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. SUBRECIPIENT's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

SUBRECIPIENT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

SUBRECIPIENT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the SUBRECIPIENT, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if SUBRECIPIENT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the SUBRECIPIENT'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the SUBRECIPIENT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by the SUBRECIPIENT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SUBRECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SUBRECIPIENT's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the SUBRECIPIENT's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the SUBRECIPIENT's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to COUNTY.
4. **Waiver of Subrogation Rights** – SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require the SUBRECIPIENT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – SUBRECIPIENT shall furnish COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof

of insurance, certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBRECIPIENT's obligation to provide them. The SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

SCOPE OF WORK

FIGHTING BACK SANTA MARIA VALLEY (FBSMV)

Youth Homelessness Demonstration Program (YHDP) Support

Fighting Back Santa Maria Valley (FBSMV) will be responsible for providing compensation for youth and FBSMV staff contributing to development of the Coordinated Community Plan, Notice of Funding Opportunity, Review and Rank, Project Monitoring, and Youth Action Board attendance and management. Adhering to HUD regulations and guidelines are required as a condition of receiving or expending these funds.

The following are the expected deliverables for the administrative services to be performed over the 15 month agreement period (minimum of 12 months):

Youth Homelessness Demonstration Program (YHDP) Administrative Support

- a) Track and verify hours in accordance with the ESPR documentation requirement, and provide payment for YHDP youth contributors at \$25 per hour;
 - Submit invoices to County at least quarterly;
- b) Track and verify participation and provide stipend for Youth Action Board (YAB) attendees in accordance with YAB attendance policies;
- c) Manage all Youth Action Board activities, including:
 - Recruiting YAB members;
 - Facilitating YAB meetings at least twice monthly. Deliverables include:
 - Drafting an agenda for each meeting;
 - Outreach to members;
 - Maintain meeting records, including attendance and minutes;
 - Assisting in drafting reports to the CoC Board.
- d) Collaborate with Lead Agency staff, young adult partners, and HUD provided technical assistance team to draft and submit the Coordinate Community Plan, local Notice of Funding Opportunity, and facilitating the review and rank panel to select projects based on HUD and locally determined timelines.

Activity #	Activity Description	Amount
1	Youth Contributors Compensation	\$39,000
2	General YAB Compensation	\$6,000
3	FBSMV Staff Compensation	\$35,848
Total		\$80,848

FBSMV's staffing for the services that it will provide shall be sufficient to satisfactorily accomplish all items named in this Scope of Work. Any changes in FBSMV staff that perform services under this Agreement shall require prior written approval by the County.

The County will monitor the performance of FBSMV against regulation and performance standards set forth herein. Substandard performance as determined by County shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by FBSMV within one (1) week after being notified by the County, contract suspension or termination procedures will be initiated.

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Youth Homelessness Demonstration Program Planning Support

County of Santa Barbara Community Services Department

Agency Name: <u>Fighting Back Santa Maria Valley</u>	DUNS #: _____	ESPR Request #: _____
Project Name: <u>YHDP Planning</u>		Date Submitted: _____
Address: <u>201 Miller St STE 107, Santa Maria, CA 93454</u>		Report Period:
Contact Person: <u>Edwin Weaver</u>	Title: <u>Executive Director</u>	<input type="checkbox"/> Jan-Mar 2022
Email Address: edwin@fbsmv.com	Phone #: _____	<input type="checkbox"/> Apr-June 2022
		<input type="checkbox"/> Jul - Sep 2022

Submit completed ESPR and required documentation to:

Staff Person: <u>Jett Black-Maertz</u>	Title: _____	PO/Contract #: _____
Email Address: jblack@countyofsb.org	Phone #: _____	HCD Project #: _____

Grant Budget and Expenditures

Activity ID	Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
	YHDP Planning - Staff Compensation	Salaries & Benefits	\$ 35,848.00	\$ -	\$ -	\$ 35,848.00
	Youth Action Board Stipends	Stipends for general YAB Members	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
	YHDP Planning Youth Compensation	Compensation for Youth Contributors	\$ 39,000.00	\$ -	\$ -	\$ 39,000.00
TOTAL			\$ 80,848.00	\$ -	\$ -	\$ 80,848.00

Check this box if this is the final payment.

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

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Instructions for Detailed Expenditures Tabs: Salaries

Enter information from employee timesheets and agency payroll summaries/paycheck stubs. Include employee name, job title, check number, pay period end date, total hours worked during the pay period, hours worked on YHDP-funded activities during the pay period, gross pay for pay period, amount requested for reimbursement, and match source (if applicable). Cells shaded in gray will automatically calculate.

Salaries must be supported with timesheets and payroll summaries/paycheck stubs.

EMPLOYEE NAME	TITLE	CHECK #	PAY PERIOD END DATE	TOTAL HOURS	YHDP HOURS	% ESG	GROSS PAY	YHDP-ELIGIBLE AMOUNT	REQUESTED AMOUNT	STATE/FED	MATCH AMOUNT	MATCH SOURCE
John Smith	Case Manager	Direct Deposit	7/15/2013	80	40	50%	\$ 2,000.00	\$ 1,000.00	\$ 500.00	State	\$ 500.00	ABC Foundation
							TOTAL	\$ 1,000.00	\$ 500.00		\$ 500.00	

Timesheet Requirements

Employee Name	Employee name and title.
Pay Period	Applicable pay period. The period may be for a duration of two weeks, twice a month, once a month, or other period depending on your agency's payroll period.
Daily Hours Worked	Number of hours worked each day in the pay period allocated by funding source, including activity codes for YHDP and YHDP match eligible activities.
Total Hours Worked in the Pay Period	Total number of hours worked during the pay period.

Payroll Summary/Paycheck Stub Requirements

Employee Name	Employee name and title.
Check Number	Paycheck number applicable to the pay period. If direct deposit, transaction number must be present.
Pay Period	Applicable pay period. The period may be for a duration of two weeks, twice a month, once a month, or other period depending on your agency's payroll period.
Total Hours Worked in Pay Period	Total number of hours worked by the employee during the pay period.
Gross Pay for Pay Period	Total gross amount of pay earned by the employee during the pay period.
Deductions	All deductions must be clearly identified, including federal, state, local taxes, deductions for employee-paid health benefits and all other deductions.
Net Pay	Gross pay less deductions paid to the employee.