

FIRST AMENDMENT
to
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
FIGHTING BACK SANTA MARIA VALLEY
Youth Homelessness Demonstration Program Planning Grant

This First Amendment to Professional Services Agreement (“First Amendment”) is entered into by and between the County of Santa Barbara, political subdivision of the State of California (“COUNTY”), and **Fighting Back Santa Maria Valley**, a California nonprofit public benefit corporation (“CONTRACTOR”).

With reference to the following:

RECITALS

WHEREAS, The Santa Maria/Santa Barbara County Continuum of Care (“CoC”) 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.) (“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 CoC; and

WHEREAS, COUNTY and CONTRACTOR are parties to that certain Professional Services Agreement dated April 4, 2023, regarding payment by COUNTY to CONTRACTOR of YHDP Planning funds in the sum of Eighty Thousand Eight Hundred and Forty-Eight Dollars and no cents (\$80,848) for Youth Homelessness Demonstration Program implementation and youth compensation (“AGREEMENT”); and

WHEREAS, CONTRACTOR anticipates that it will not expend the \$80,848 in YHDP Planning funds available to CONTRACTOR under the AGREEMENT (“AGREEMENT Funds”) before the AGREEMENT expires on June 30, 2024; and

WHEREAS, the parties hereto desire to amend the AGREEMENT to extend the term of the AGREEMENT until September 30, 2024, and to amend the scope of the AGREEMENT to expand the list of eligible expenses, to allow full expenditure of the AGREEMENT Funds; and

WHEREAS, The County of Santa Barbara has requested a six (6) month contract extension with the Department of Housing and Urban Development, potentially extending the performance period to March 31, 2025;

WHEREAS, COUNTY and CONTRACTOR desire to amend the AGREEMENT to increase the funding amount by \$125,340, for an amended maximum contract amount of \$206,188.

NOW THEREFORE, the parties hereto mutually agree to amend the AGREEMENT as follows:

1. Section II. of the AGREEMENT is hereby amended by replacing Section II.A to read in its entirety as follows:

“The term of this Agreement shall start on April 4, 2023 (“Effective Date”) and shall end on September 30, 2024, unless earlier terminated in accordance with the provisions of this Agreement, or there are insufficient funds available for any reason (“Term”). The Director of the County’s Community Services Department may amend this Agreement to extend the Term until March 31, 2025. CONTRACTOR shall perform all Services hereunder during the Term.”

2. The first sentence of Section IV Of the AGREEMENT is hereby amended by replacing the first sentence of Section IV to read in its entirety as follows:

“It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed \$206,188 (“Award”), and that the Award shall only be used for the reimbursement of eligible expenses in accordance with the Budget.”

3. Attachment 1 to the Agreement is hereby amended by replacing Attachment 1 in its entirety with Attachment 1 to this First Amendment.

4. Except as set forth herein, this First Amendment shall not modify or change any of the provisions of the AGREEMENT, and the parties to the AGREEMENT are bound by its provisions, as amended herein.

5. This First Amendment 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 shall preserve undestroyed, shall together constitute one and the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have caused this First Amendment to be executed by their respective duly authorized officers, effective as of the first date duly executed by all of the parties hereto.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: *Shirley LaGuerra*
Deputy Clerk

"COUNTY"
COUNTY OF SANTA BARBARA:

By: *Steve Lavagnino*
Steve Lavagnino, Chair
Board of Supervisors

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

By: *Betsy Schaffer*
DocuSigned by:
6BAAEA15901943F...
Auditor-Controller

By: *Jesus Armas*
DocuSigned by:
E33B804A6E03475...
Jesus Armas
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

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

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

By: *Gregory Milligan*
DocuSigned by:
05F555F00269466...
Risk Manager

Fighting Back Santa Maria Valley,
a California nonprofit public benefit corporation

DocuSigned by:
Shana Pompa
By: _____
Shana Pompa

Programs 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) 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 \$30 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;
 - Facilitation of in person events and meeting and associated costs;
 - Researching and facilitating YAB member participation in professional development activities to further the Coordinated Community Plan;
 - Marketing and Outreach for the YAB, including new member recruitment and resource distribution.
- 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	Original Contract Amount	Amendment Addition	Total
1	Youth Contributors Compensation and Technical Support	\$39,000	\$62,400	\$101,400
2	General YAB Compensation	\$6,000	\$1,800	\$7,800
3	FBSMV Staff Compensation	\$35,848	\$37,284	\$73,132

4	YAB in Person Events, Marketing and Outreach, and Professional Development Opportunities	\$0	\$23,856	\$23,856
Total		\$80,848	\$125,340	\$206,188

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.