

# BOARD OF SUPERVISORS AGENDA LETTER

Clerk of the Board of Supervisors 105 E. Anapamu Street, Suite 407 Santa Barbara, CA 93101 (805) 568-2240 **Agenda Number:** 

**Attachment D** 

Department Name:

General County

**Programs** 

Department No.:

990 January 11, 2022

For Agenda Of: Placement:

Administrative

Estimated Time: Continued Item:

N/A No

If Yes, date from:

Vote Required:

Majority

**TO:** Board of Supervisors

**FROM:** Department

Mona Miyasato, County Executive Officer, 568-3400

Director(s)

Contact Info: Jeff Frapwell, Assistant County Executive Officer, 568-3400

**SUBJECT:** South Coast Youth Safety Partnership Sponsors and Host Agency Memorandum of

Understanding and Contract for Fiscal Years 2020-21 and 2021-22

# **County Counsel Concurrence**

**Auditor-Controller Concurrence** 

As to form: Yes As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

# **Recommended Actions:**

That the Board of Supervisors:

- a) Approve, ratify, and authorize the County Executive Officer to execute the South Coast Youth Safety Partnership Sponsors and Host Agency Memorandum of Understanding (MOU) for the period of July 1, 2020 through June 30, 2022 (Attachment A);
- b) Approve, ratify, and authorize the Chair to execute an Agreement for Services of Independent Contractor with the South Coast Youth Safety Partnership's host agency, Community Action Commission of Santa Barbara County, doing business as CommUnify, for Fiscal Years 2020-21 and 2021-22 for a total contract amount not to exceed \$97,108 (\$48,554 per fiscal year), through June 30, 2022 (Attachment B); and
- c) Determine that the actions above are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), finding that the activities are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activities in questions may have a significant effect on the environment, the activities are not subject to CEQA.

# **Summary Text:**

The South Coast Youth Safety Partnership's mission is to reduce gang violence and the number of active youth gang members. The Partnership members meet quarterly. The Partnership includes an executive council and a strategy team and collaborates with a service provider network. The work of the Partnership is set forth in its Guiding Principles and Vision Statement which are part of the MOU. Major activities of the Task Force for FYs 2020-21 and 2021-22 include:

- Providing services to youth actively involved in gangs or those identified as potential gang members
- Advocating for a youth gang case worker to be placed in every school
- Working with the community to obtain resources to address unmet needs
- Establishing a mechanism for early identification of potential gang members
- Reducing gang violence through coordinating with service providers on gang violence prevention, intervention, and suppression services

Local government, including the County, are sponsors of the Partnership and provide funding on a cost-share basis. The County's portion is based on the 2020 unincorporated South County population. The funds were included in the County's 2020-21 and 2021-22 adopted budgets.

# **Background:**

The South Coast Youth Safety Partnership includes the County and Cities of Santa Barbara, Goleta and Carpinteria and endeavors to develop and coordinate regional strategies to reduce youth gang violence. The Partnership is staffed with a Coordinator, Program Director, and administrative staff. CommUnify serves as the fiscal agent. In 2009, the Board of Supervisors appointed Supervisors Carbajal and Wolf as the County representatives to the Partnership and authorized the CEO to execute a Memorandum of Understanding for 2010 that outlined the County's and Cities' roles as sponsors. MOU's subsequent to 2010 were executed, and Partnership updates were provided by the Community Action Commission to the Board in 2012, 2013, 2016, and 2017.

The Partnership is now seeking a commitment of funding from the Sponsors (County of Santa Barbara and the Cities of Santa Barbara, Goleta and Carpinteria) for fiscal years 2020-21 and 2021-22. The chart below depicts partner funding responsibilities.

Updated Basis for Cost Share of the South Coast Youth Safety Partnership						
	Population 2020	Regular Proposed Share	Proposed Share FY 20-21 & FY 21- 22 (with 5% Budget adjustment due to Pandemic Impact)			
City of Santa Barbara	93,511	\$ 67,091	\$ 63,736			
City of Carpinteria	13,335	\$ 9,567	\$ 9,089			
City of Goleta:	32,223	\$ 23,119	\$ 21,963			
Unincorporated County South Coast:	71,236	\$ 51,109	\$ 48,554			
TOTALS	210,305	\$ 150,886	\$ 143,342			
Cost Per Resident		\$ 0.72				
Annual Share from Local Government		\$ 150,886				

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In-kind contribution by CAC:		\$	37,370		\$ 37,370
Population Report					
http://www.dof.ca.gov/research/demograp	phic/reports/estin	nate	s/e-1/view.	<u>php</u>	

A detailed budget for FYs 2020-2021 and 2021-22 is attached to the MOU as Exhibit D.

# **Fiscal and Facilities Impacts:**

Budgeted: Yes

# **Fiscal Analysis:**

Funding Sources	<u>Curr</u>	ent FY Cost:	Annualized On-going Cost:	-	Total One-Time Project Cost
General Fund	\$	48,554.00			
State					
Federal					
Fees					
Other:					
Total	\$	48,554.00	\$ -	\$	-

# **Special Instructions:**

Clerk of the Board to forward one fully executed original contract and minute order to: County Executive Office, ATTN: Kathie Cisek

# **Attachments:**

Attachment A: South Coast Youth Safety Partnership Sponsors and Host Agency Memorandum of Understanding

Attachment B: Agreement for Services of Independent Contractor with Community Action Commission of Santa Barbara County, doing business as CommUnify

**<u>Authored by:</u>** Wesley Welch, Business Manager

# AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Community Action Commission of Santa Barbara County, doing business as CommUnify with an address at 5638 Hollister Avenue, Suite 230, Goleta, CA 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

# 1. **DESIGNATED REPRESENTATIVE**

Mona Miyasato at phone number 805.568.3400 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Patricia Keelean at phone number 805.683.8959 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

# 2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Mona Miyasato, CEO, County of Santa Barbara, 105 E. Anapamu St. #406, Santa

Barbara, CA 93101

To CONTRACTOR: Patricia Keelean, CommUnify, 5638 Hollister Avenue, Suite 230, Goleta, CA 93117

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

# 3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

# 4. TERM

CONTRACTOR shall commence performance on July 1, 2020 and end performance upon completion, but no later than June 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated.

# 5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the

address given in Section 2 <u>NOTICES</u> above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

# 6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. 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. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

# 7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such 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 person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

# 8. **DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not 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.

# 9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. 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. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

# 10. **CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any

potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

# 11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, 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 of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

# 12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

# 13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

# 14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten

thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

# 15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

# 16. **NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that 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 agrees to comply with said ordinance.

# 17. 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 the COUNTY desires.

# 18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

# 19. TERMINATION

- A. <u>By COUNTY.</u> 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 of CONTRACTOR to fulfill the obligations herein.
  - For Convenience. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days
    written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind
    down and cease its services as quickly and efficiently as reasonably possible, without performing
    unnecessary services or activities and by minimizing negative effects on COUNTY from such winding
    down and cessation of services.
  - 2. 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.

- 3. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. <u>By CONTRACTOR</u>. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. 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 performing 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 to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement 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.

#### 20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

# 21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

# 22. 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.

# 23. TIME IS OF THE ESSENCE

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

# 24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; 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.

# 25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party 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.

# **26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

# 27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. 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 ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

# 28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents 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.

# 29. 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 shall preserve undestroyed, shall together constitute one and the same instrument.

# 30. **AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have 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.

# 31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

# 32. PRECEDENCE

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

Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Community Action Commission of Santa Barbara County, doing business as CommUnify

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2020.

ATTEST:	COUNTY OF SANTA BARBARA:
Mona Miyasato	
County Executive Officer	
Clerk of the Board	
A.I.	
By: Deputy Clerk	By: Chair, Board of Supervisors  Date:
	Date.
RECOMMENDED FOR APPROVAL:	CONTRACTOR:
County Executive Office	Community Action Commission of Santa
	Barbara County, doing business as
	CommUnify
DocuSigned by:	DocuSigned by:
By: Tim Maus-Msich	By: Patricia keelean
Department Head	Authorized Representative
	Name: Patricia Keelean
	Title: Executive Director
	Trice.
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING FORM:
Rachel Van Mullem	Betsy M. Schaffer, CPA
County Counsel	Auditor-Controller
·	
DocuSigned by:	DocuSigned by:
By: Mike Munoz	Robert Guis
B9828F0F6849481	By: 1000 ( 603)
Deputy County Counsel	Deputy
APPROVED AS TO FORM:	
Risk Management	
DocuSigned by:	
By: Greg Milligan	
Ву:	

#### **EXHIBIT A**

#### STATEMENT OF WORK

- A. The CONTRACTOR shall provide the following services and personnel with regard to the Memorandum of Understanding ("MOU") entered into by and between CONTRACTOR and the County of Santa Barbara, City of Goleta, City of Santa Barbara, and City of Carpinteria, attached hereto and incorporated herein by reference as Attachment "A".
  - 1. Serve as the Fiscal Agent and maintain accounting documents according to standard and acceptable accounting practices;
  - 2. Report on the sources and uses of funds in compliance with the program budget;
  - 3. Provide in-kind financial support per Exhibit D to MOU;
  - 4. Employ a Task Force Coordinator;
  - 5. Provide on-site supervision to the Task Force Coordinator;
  - 6. Ensure the Task Force Coordinator performs and complies with his/her duties and responsibilities to include, but not limited to, the following:
    - a. Act as the central point of contact for all sponsor-related duties and issues;
    - b. Facilitate a process whereby local jurisdictions work together to improve coordination with relation to youth gang issues and solutions;
    - c. Provide quarterly progress updates to the Partnership, Sponsors, and County;
    - d. Organize, facilitate, and report progress at Partnership, Strategy Team, and Service Provider Network meetings to include at least 4 Partnership Quarterly meetings, 12 Strategy Team meetings, and 6 Service Provider meetings;
    - e. Implement strategies in accordance with the guiding principles of the South Coast Youth Safety Partnership;
    - f. Participate in the implementation of a comprehensive plan eradicating the root causes of youth violence and gang affiliation, and implement an evaluation tool which accurately measures the effectiveness of the plan;
    - g. Work with a wide range of community groups, service providers, youth, and families to decrease youth gang involvement;
    - h. Promote and facilitate the coordination of youth gang prevention, intervention, and suppression among youth gang operators;
    - i. Identify gaps in services and programs targeting youth gangs;
    - j. Monitor youth gang problems to ensure program goals and objectives are being met and recommend program adjustments based on client need;
    - k. Support the development of grants and proposals to secure public and private funds for youth gang prevention, intervention, and suppression programs;
    - Assist the Partnership in procuring and distributing "partnership" and "pilot program" funds to south coast youth gang prevention, intervention, and suppression program operators;
    - Develop and disseminate public information promoting the participation of youth gang members in program activities, informing the community on program efforts and needs, and secure necessary program funds, resources, and support;
    - n. Prepare and present periodic and annual reports to the Partnership with a focus on planned versus actual performance, program results, and measurable action plans with goals and objectives for the coming year;
    - o. Develop and administer the budget;

- p. Prepare and present milestone reports;
- q. Update website with current information; and
- r. Send out newsletters to members of the Partnership and the community.

**Suspension for Convenience.** COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

Saul Serrano, the Program Coordinator, shall be the individual personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

#### **EXHIBIT B**

# PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$97,108.00 (not to exceed \$48,554.00 per fiscal year).
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Quarterly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

#### **EXHIBIT C**

# Indemnification and Insurance Requirements (For Professional Contracts)

# **INDEMNIFICATION**

CONTRACTOR 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. CONTRACTOR'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

CONTRACTOR 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**

CONTRACTOR 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 CONTRACTOR, its 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.
- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR 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 CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

#### B. Other Insurance Provisions

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

- 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 CONTRACTOR 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 CONTRACTOR'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).
- Primary Coverage For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'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 the COUNTY.
- 4. Waiver of Subrogation Rights CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the 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 the COUNTY. The COUNTY may require the CONTRACTOR 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 CONTRACTOR shall furnish the 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 the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The 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.
- Subcontractors CONTRACTOR shall require and verify that all subcontractors maintain insurance
  meeting all the requirements stated herein, and CONTRACTOR 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:
  - 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 CONTRACTOR 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. CONTRACTOR 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.

# Attachment A

28,123

# SOUTH COAST YOUTH SAFETY PARTNERSHIP SPONSORS AND HOST AGENCY MEMORANDUM OF UNDERSTANDING

July 1, 2020 - June 30, 2022

This Memorandum of Understanding, ("MOU") is entered into by and between Community Action Commission of Santa Barbara County doing business as CommUnify (hereinafter CommUnify-Host Agency) and the County of Santa Barbara, City of Santa Barbara, City of Goleta, and City of Carpinteria (hereinafter Sponsors). The term of this MOU shall be from July 1, 2020, through June 30, 2022.

Under the terms of this MOU CommUnify-Host Agency and "Sponsors," agree to work cooperatively to further the objectives of the South Coast Youth Safety Partnership, ("SCYSP") The SCYSP includes a Partnership Coordinator, a Policy Team, a Partnership Strategy Team, and a Community Engagement Team. (Appendix A, B, C)

# **CommUnify-HOST AGENCY**

CommUnify-Host Agency agrees to:

- Follow the guiding principles and Vision of SCYSP set forth in Exhibits A and B, attached hereto;
- Serve as the Fiscal Agent and maintain accounting documents according to standard and acceptable accounting practices and annually report on the sources and uses of funds in compliance with the program budget;
- Hire, employ and provide on-site supervision to the Partnership Coordinator:
- Ensure the Partnership Coordinator fulfills his/her duties and responsibilities as outlined in Exhibit C, attached hereto; and
- Provide in-kind financial support as set forth in the program budget.
   (Exhibit D)

# **SPONSORS**

# Sponsors agree to:

- Provide funds on a cost share basis as shown in Exhibit E subject to the applicable and required budgetary approval process of each sponsor.
- To procure funds, on an annual basis, to secure a five year funding stream, with the City of Santa Barbara serving as the lead agency in this effort.

 Establish an Executive Committee (City and County Administrators) to review the SCTF program and recommend how to achieve its goals and objectives.

# **NOTICES**

Any notice or consent required or permitted under this MOU shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

County of Santa Barbara: Mona Miyasato, Chief Executive Officer

105 E. Anapamu Street Santa Barbara, CA 93101 Fax # (805) 568-3414

City of Santa Barbara Paul Casey, City Administrator

735 Anacapa Street, Santa Barbara, CA,

93101, Fax # 805.897.1993

City of Goleta Michelle Greene, City Manager

130 Cremona Dr. Goleta, CA, 93117

Fax # 805.685.2635

City of Carpinteria David Durflinger, City Manager

5775 Carpinteria Ave., Carpinteria, CA, 93013,

Fax # 805.684.5304

CommUnify-Host Agency Patricia Keelean, Chief Executive Officer

CommUnify a Community Action Agency

5638 Hollister Avenue, Suite 230

Santa Barbara, CA, 93117 Fax # (805) 683-8959

### NOTICE OF TERMINATION

Any party may withdraw from participation in the agreement by submitting a notice of termination, with or without cause, upon ninety (90) days prior written notice to the other parties involved. Any notice of termination shall specify the effective date of such termination. Sponsors shall have no obligation to make funding available with regard to the remainder of the term.

# INDEPENDENT CONTRACTOR

CommUnify-Host Agency, its employees, and agents are independent contractors and not employees of any of the Sponsors for any purpose whatsoever. Sponsors do not have an employer-employee relationship and in that regard exercise no control whatsoever of the manner and means by which the CommUnify as the Host Agency, its employees to include the Partnership Coordinator, and agents accomplish their work.

# **ASSIGNMENT**

None of the parties may transfer or assign this MOU without the written consent of the other parties.

# **NONDISCRIMINATION**

CommUnify-Host Agency agrees that Sponsors Unlawful Discrimination Ordinances and Codes (Article XIII of Chapter 2 of the Santa Barbara County Code:

Santa Barbara Municipal Code § 9.126.020) applies to this MOU and are incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CommUnify Host Agency agrees to comply with said ordinances and codes.

# NONAPPROPRIATION OF FUNDS

Notwithstanding any other provision of this MOU, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, city or county governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this MOU, then Sponsors will notify CommUnify-Host Agency of such occurrence and Sponsors may terminate or suspend this MOU in whole or in part, with or without a prior notice period. Subsequent to termination of this MOU under this provision, Sponsors shall have no obligation to make funding available with regard to the remainder of the term.

# **AMENDMENT**

This MOU contains the entire agreement of the parties. No additional term or modification may be effected except as provided in writing, signed by the parties to this MOU.

**Host Agency:** 

Patricia Keelean

Chief Executive Officer

CommUnify a Community Action Agency

Sponsors:

Paul Casey Repedica Bjork City Administrator

City Administrator

City of Santa Barbara

-DocuSigned by:

Michelle பெர்கள் City Manager

City of Goleta

DocuSigned by:

Mona Miyasato

Chief Executive Officer

County of Santa Barbara

David Durilinger

City Manager

City of Carpinteria

Exhibit A

# South Coast Youth Safety Partnership Guiding Principles

The South Coast Youth Safety Partnership will:

- 1. Remain as a leader in the south coast which facilitates coordination, blending of resources, and partnerships by agencies that serve youth in at risk situations.
- 2. Advocate for and value the importance of a collective community effort.
- 3. Provide opportunities for parents and youth in at risk situations to provide input.
- 4. Advocate for a full range of client specific services to youth in at risk situations based on individual needs of youth and their families.
- 5. Advocate for prevention, intervention, and enforcement services for male and female youth in or at risk of becoming involved in gangs.
- 6. Advocate for comprehensive prevention and intervention services to youth in at risk situations.
- 7. Advocate for the needs of male and female youth susceptible to victimization.
- **8.** Advocate for evidence-based and promising programs that can be evaluated for program outcomes.
- 9. Remain committed to finding solutions to problems affecting today's youth.

Exhibit B

# South Coast Youth Safety Partnership Our Vision

- Caseworkers/Outreach Specialists work in every south coast junior high and high school as "front line persons" on gang intervention, suppression and prevention. They work with school counselors on client specific plans. Although Caseworkers/Outreach Specialists have school assignments, they will spend at least 25% of their time after school hours with youth and their family. The Caseworker/Outreach Specialists will connect youth and families with support services and programs directing them away from gangs.
- Services focused on the target population, namely, youth actively involved in gangs, gang affiliates, and youth in at risk of becoming gang members.
- Reduction of youth gang violence and the number of active youth gang members and associates. Objectives will be set and measured to confirm successes or the need to change direction.
- A cooperative partnership of organizations, working as a team, to provide the south coast with prevention, intervention and suppression services in an effort to stamp out youth gangs. Leadership will come from schools, service providers and law enforcement agencies.
- A mechanism for early identification of youth potentially affected by gangs. The schools will take the lead in school based prevention programs.
- Client specific services based on the individual needs of youth and their families.
   Programs will include a full range of services to assist the youth and his/her family.
   Independent third parties will conduct program assessments.
- A funding stream to support programs with a track record of success or which satisfy unmet needs. We will build from the work of successful programs that are client driven and created through program coordination and pooling of resources. Independent third parties will conduct program assessments.

Exhibit C

# SOUTH COAST YOUTH SAFETY PARTNERSHIP COORDINATOR

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

# **DEFINITION**

The position, employed by the CommUnify a Community Action Agency (CommUnify-Host Agency), serves as the lead staff to the South Coast Youth Safety Partnership. (Appendix A, B)

# **SUPERVISION**

Supervised by the CommUnify Chief Executive Officer, the Partnership Coordinator implements policy decisions of the Strategy Team, Policy Team, and Community Engagement Team. The Partnership Coordinator may exercise direct supervision over CommUnify-Host Agency's professional staff.

**ESSENTIAL FUNCTION STATEMENTS** – Essential duties include, but are not limited to, the following:

# **Essential Functions:**

- 1. Responsible for organizing, facilitating, and reporting at Partnership and Strategy Team, and Provider meetings. (4 Partnership Policy Team meetings, 12 Strategy Team meetings, 6 Community Engagement Team meetings)
- 2. Implement strategies in accordance with the guiding principles of the South Coast Youth Safety Partnership.
- 3. Participate in the development of a comprehensive plan eradicating the root causes of youth violence and gang affiliation. Develop and implement an evaluation tool which accurately measures the effectiveness of the plan.
- 4. Work with a wide range of community groups, service providers, youth and families to decrease youth gang involvement.
- 5. Promote and facilitate the coordination of youth gang prevention, intervention and suppression among sponsors.
- 6. Identify gaps in services and programs targeting youth gangs.
- 7. Monitor youth gang programs to ensure program goals and objectives are being met and recommend program adjustments based on client need.

Exhibit C

- 8. Support the development of grants and proposals to secure public and private funds for youth gang prevention, intervention and suppression programs.
- 9. Assist the SCYSP in procuring and distributing "partnership" and "pilot program" funds to south coast youth gang prevention, intervention and suppression program operators.
- 10. Develop and disseminate public information promoting the participation of youth gang members in program activities, informing the community on program efforts and needs, and securing necessary program funds, resources, and support.
- 11. Prepare and present periodic and annual reports to the SCYSP with a focus on planned versus actual performance, program results and measurable action plans with goals and objectives for the coming year.
- 12. Develop and administer the budget.
- 13. Prepare and present milestone reports.
- 14. Perform related duties and responsibilities as required.

# **QUALIFICATIONS**

# Knowledge of:

- Operations, services and activities of youth gang programs, neighborhood services, and social programs.
- Principles of budget preparation and control.
- Development of grants and proposals to secure funds.
- Public relations practices and techniques.
- Office procedures and computer use.
- Principles of business letter writing and professional report preparation.
- Pertinent Federal, State, and local laws, codes and regulations.

# Ability to:

- Supervise, organize, and review the work of professional and technical CommUnify-Host Agency personnel.
- Select, supervise, train and evaluate CommUnify-Host Agency staff.
- Interpret and explain City and County policies and procedures.
- Identify resources based on community and neighborhood needs.
- Promote youth gang prevention programs.
- Respond to requests and inquiries from the general public.
- Prepare clear and concise reports.

Exhibit C

- Communicate clearly and concisely, both verbally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Maintain physical condition necessary for the performance of assigned duties and responsibilities which may include the following:
  - Walking, standing or sitting for extended periods of time
  - Operating a motor vehicle

Exhibit D Budget

# South Coast Youth Safety Partnership Budget

		7/1	/2020	- 6/30/202	21			07	7/01/2	1-06/30/22		
		nsor Con- ibution	CA	C In-kind		Total		nsor Con- ibution	CA	C in-kind		Total
Revenues:							├				т—	
City of Santa Barbara	\$	63,736			\$	63,736	\$	63,736	-		\$	63,736
City of Carpinteria	\$	9,089			\$	9,089	\$	9,089	-		\$	9,089
City of Goleta	\$	21,963			\$	21,963	\$	21,963	_		Š	21,963
City of Coleta	Ι Ψ	21,503	_		Ψ	21,503	4	21,503	_		T.	21,303
Unincorporated County South Coast		40 EE4				10 EE1		40 EE4	1			40 EE4
Reserve	\$	48,554	_		\$	48,554	\$	48,554			\$	48,554
In-Kind Contribution by CAC	- P	21,837	-	27 270	\$	21,837	\$	18,937		07.070	\$	18,937
III-Kind Contribution by CAC			\$	37,370	\$	37,370	<del> </del>		\$	37,370	\$	37,370
Total Revenues	\$	165,179	\$	27 270	6	202 540	•	162,279	•	27 270	-	400 040
Total Nevertues	1 3	105,179	2	37,370	\$	202,549	\$	102,279	\$	37,370	\$	199,649
Expenses:	├		-		-		_		_		-	
Salaries:	├		-		-	64-			_		_	
Task Force Coordinator	\$	60,246	\$		6	60,246	•	61 450	_	•	•	61 AEO
Program Director	\$	21,804	\$	-	\$	21,804	\$	61,450			\$	61,450
Administrative Office Assist.				•			\$	22,240			\$	22,240
	\$	5,254	\$	2 440	\$	5,254	\$	5,359	•	0.405	\$	5,359
Executive Office Manager Executive Director	\$		\$	2,412	\$	2,412	<u> </u>		\$	2,485	\$	2,485
Human Resource Director	\$		\$	7,365	\$	7,365			\$	7,512	\$	7,512
	\$		\$	2,915	\$	2,915			\$	3,002	\$	3,002
Controller	\$		\$	4,860	\$	4,860	_		\$	5,006	\$	5,006
Total Salaries	\$	87,304	\$	17,552	\$	104,856	\$	89,049	\$	18,005	\$	107,054
Fringe Benefits @ 36%	\$	31,429	\$	6,319	\$	37,748	\$	32,058	\$	6,482	\$	39,610
Total Salaries & Benefits	\$	118,733	\$	23,871	\$	142,604	\$	121,107	\$	24,487	\$	146,664
Operating Expenses:												
Local Mileage	\$	1,000	\$	1,000	\$	2,000	\$	3,200	\$	2,500	\$	5,700
Out of Town Travel	\$	1,000	\$	-	\$	1,000	\$	2,500			\$	2,500
Space Rent (375 sq.ft. @ \$1.49)	\$	2,100	\$	6,733	\$	8,833	\$	2,100	\$	6,115	\$	8,215
Equipment Rental (fax, copier)	\$	750	\$	250	\$	1,000	\$	750	\$	250	\$	1,000
Equipment Office Supplies (supplies,												
small office equipment etc.)	\$	637	\$	-	\$	637	\$	1,000			\$	1,000
Contractual	\$	1,000	\$	-	\$	1,000	\$	5,000			\$	5,000
Telephone - Cell	\$	1,250	\$	-	\$	1,250	\$	1,250			\$	1,250
Telephone - Land	\$	150	\$	150	\$	300	\$	150	\$	150	\$	300
Liability Insurance	\$	500	\$	200	\$	700	\$	500	\$	200	\$	700
Program Activities	\$	320	\$	· -	\$	320	\$	320			\$	320
Program Supplies	\$	1,000	-		\$	1,000	\$	1,350			\$	1,350
Meeting Expenses	\$	500	\$	-	\$	500	\$	2,740			\$	2,740
Public Information	\$	1,000	\$		\$	1,000	\$	2,500			\$	2,500
Training	\$	500	\$		\$	500	\$	500		-	\$	500
Recruitment Costs	\$	-	\$	-	\$	-	*	- 000			\$	
Vehicle Oil & Gas	\$	750	\$	-	\$	750	\$	750			\$	750
Training & Training Aids	\$	750	\$	-	\$	750	\$	750			\$	750
Printing & Postage	\$	275	\$	146	\$	421	\$	275	\$	148	\$	423
Advertising	\$	250	\$	-	\$	250	\$	250	Ψ	140	\$	250
Unappropriated Reserve	Ψ	230	Ψ		\$	230	Ψ	230			Ψ	230
Total Operating Expenses	\$	13,732	\$	8,479	\$	22,211	\$	25,885	•	9,363	•	35,248
Total Direct Costs	\$		\$	32,350					\$		\$	
Indirect Cost @ 10.4%	\$	132,465			\$ 6	164,815	\$	146,992	\$	33,850	\$	180,841
mancot 00st (# 10.476	- P	13,776	_\$_	3,364	\$	17,141	\$	15,287	\$	3,520	\$	18,808
Investment Project	_				_						_	
intocation: 1 Toject	<u> </u>										-	
Total Cost	\$	146,242	\$	35,714	\$	181,956	\$	162,279	\$	37,370	\$	199,649
Reserve Balance	\$	18,937	Ψ	0	\$	20,593	\$	0	\$	-	\$	199,649
TOSCIVE DAIBILE	-	10,537		U	φ	20,083	Φ	U	Ψ	(0)	Ψ	
Annual F		(10)			•	440.040				<sub>1</sub>	•	440.040
Annual Funding Commitment					\$	143,342						143,342
Fund not spend in prior year					\$	21,837					\$	18,937
Annual Expenses					\$	146,242					\$	162,279
Difference					\$	18,937					\$	

# South Coast Youth Safety Partnership City/County Contribution Formula Factor: \$0.72 per resident

Exhibit E

# Updated Basis for Cost Share of the South Coast Youth Safety Partnership

Agency

	Population 2020	Regular Proposed Share	Proposed Share FY 20- 21 & FY 21-22 (with 5% Budget adjustment due to Pandemic Impact)
City of Santa Barbara	93,511	\$67,091	\$63,736
City of Carpinteria	13,335	\$9,567	680'6\$
City of Goleta:	32,223	\$23,119	\$21,963
Unincorporated County South Coast:	71,236	\$51,109	\$48,554
TOTALS	210,305	\$150,886	\$143,342
Cost Per Resident		\$0.72	
Annual Share from Local Government		\$150,886	
In-kind contribution by CommUnify:		\$37,370	\$37,370

http://dof.ca.gov/Forecasting/Demographics/Estimates/E-1/documents/E-1 2020 InternetVersion.xlsx Population Report

<sup>\*5%</sup> adjustment was applied to current budget to help offset fiscal impacts due to pandemic

# South Coast Youth Safety Partnership Policy Team Members

Organization	Member	Title
County of Santa Barbara	Mona Miyasato	Chief Executive Officer
County of Santa Barbara	Bill Brown	Sheriff
City of Santa Barbara	Paul Casey	City Administrator
City of Goleta	Michelle Greene	City Manager
City of Carpinteria	Dave Durflinger	City Manager
Gevirtz Graduate School of Education, UCSB	Jill Sharkey	Academic Coordinator
City of Santa Barbara	Barney Melekian	Interim Police Chief
County of Santa Barbara	Tanja Heitman	Chief Probation Officer
Santa Barbara County Education Office	Rene Wheeler	Administrator, Juvenile Court and Community Schools
Santa Barbara Unified School District	Hilda Maldonado	Superintendent
Carpinteria Unified School District	Diana Rigby	Superintendent
Goleta Union School District	Donna Lewis	Superintendent
CADA/Fighting Back	Scott Whiteley	Executive Director
CommUnify	Patricia Keelean	CEO
Faith Community Representative	Gerardo Menchaca	New Beginnings Church
Faith Community Representative	Pat Hardy	Santa Barbara Quakers
County of Santa Barbara	Amy Krueger	Deputy Director, Dept. of Social Services
Santa Barbara City College	Paloma Arnold	Director of EOPS/CARES
Santa Barbara Foundation Roundtable Appointee	Deanna Vallejo	Grants Program Officer Santa Barbara Foundation
County of Santa Barbara	Joyce Dudley	District Attorney
County of Santa Barbara Superior Court	Arthur Garcia	Presiding Juvenile Judge
Santa Barbara County Education Office	Susan Salcido	Superintendent
City of Carpinteria	Al Clark	Councilmember
City of Carpinteria	Gregg Carty	Councilmember
City of Goleta	James Kyriaco	Councilmember
City of Santa Barbara	Cathy Murillo	Mayor
Santa Barbara Board of	Kate Ford	Board Member

Education		
Santa Barbara Foundation	Jon Clark	Exec. Director Bower
Roundtable Appointee		Foundation
Community/Family	Christina Lopez	Representative
Representative		
Community/Family	Peggy Ochoa	Representative
Representative		· ·

# Appendix B

# South Coast Youth Safety Partnership

**Strategy Team** 

Strategy ream					
Organization	Members	Title			
CommUnify	Pat Keelean	Chief Executive Officer			
CommUnify	Seth Miller	Director Family and Youth Services			
City of Santa Barbara Parks and Recreation	Jill Zachary	Parks & Recreation Director			
City of Santa Barbara Parks and Recreation	Rich Hanna	Assistant Parks & Recreation Director			
City of Santa Barbara Police Department	Shawn Hill	Lieutenant Criminal Investigations			
Gevirtz Graduate School of Education, UCSB	Jill Sharkey	Academic Coordinator			
Goleta Unified School District	Cherylin Lew	Deputy Superintendent			
Santa Barbara County Department of Behavioral Wellness	Suzanne Grimmesey	Chief Quality Care and Strategy Officer			
Santa Barbara County Department of Behavioral Wellness	Shana Burns	Forensics Services Manager			
Santa Barbara County Department of Social Services	Barbara Finch	Children and Adult Network Director			
Santa Barbara County Probation Department	Holly Benton	Deputy Probation Chief			
Santa Barbara County Sheriff's Department	Erik Raney	Sheriff Adjutant			
Santa Barbara Unified School District	Frann Wageneck	Assistant Superintendent			
South Coast Youth Safety Partnership	Saul Serrano	Partnership Coordinator			

# Appendix C

# SCYSP COMMUNITY ENGAGEMENT TEAM

	· OOMMONT LITOROL	attimit i hartiti
Organization	Representatives	Title
Alternatives to Violence Project	JP Herrada	Coordinator/Trainer
Attitude Harmony Achievement (AHA)	Roxy Petty	Executive Director
City of Santa Barbara Parks and Recreation	Ricardo Venegas	Neighborhood & Outreach Services Coordinator
CommUnify	Rafael Alvarado	YOBG Los Compadres Educator
CommUnify	Arisbel Jasso	2-1-1 Santa Barbara County
County of Santa Barbara	Erin Cross	Senior Probation Officer
CADA	Michelle Kerwood	Director Daniel Bryant Center
CADA	Ed Cue	Teen Court
CALM	Gabriela Hanson-Lopez	South County Regional Manager
California Department of Rehabilitation	Javier De Loera	Student Services Coordinator
California State Assembly	Viviana Morales	Field Representative
Carpinteria Children's Project	Angelica Ornelas	Family Liaison
Casa Pacifica	Christina Lombard	SAFTY Program Manager
City of Santa Barbara Police Department	Adrian Gutierrez & Heather Clark	Community Liaison Officers
Community	Isis Castañeda	Parent Educator
Freedom 4 Youth	Billi Jo Starr	Director
Goodwill Industries	Elvin Flores	Youth Employment Specialist
Goleta Union School District	Jessica Ambroz	School Social Worker
Life in Focus Education	Gerardo Menchaca	Director
Isla Vista Youth Projects	Ana Maya	Family Resource Center Director
Just Communities	Rene Garcia-Hernandez	Director of Community Engagement
Santa Barbara Food Bank	Anthony Rodriguez	Operations Specialist
Santa Barbara Response Network	Jina Carvalho	Director
County of Santa Barbara Behavioral Wellness Department	Sara Bazan	Children's Clinic Supervisor

County of Santa Barbara District Attorney's Office	Lourdes Negrete	Victim-Witness Assistance Program
County of Santa Barbara Workforce Investment Board	Julia Smedley	Career Employment Specialist Sr.
Santa Barbara Housing Authority	Charla Bregante & Leticia Zuniga	Resident Programs Coordinators
Santa Barbara Police Activities League	Judith Lugo	Director
Santa Barbara Unified School District	Ali Cortes & Ismael Huerta	Youth Outreach Workers
Santa Barbara Unified School District	Jennifer Balaishis	Coordinator School Climate and Safety
Santa Barbara County Education Office	Erika Terrazas	Development Associate Partners In Education
STESA	Bianca Orozco & Holly Scala	Community Education
What is Love	Christy Stillwell	Founder and Educator
Wilderness Youth Project	Gloria Sanchez-Arreola	Outreach Coordinator
YouthWell	Elise Fields	Program Coordinator
YMCA Youth and Families	Leonor Reyes	Director St. George Youth Center



# County of Santa Barbara BOARD OF SUPERVISORS

# Minute Order

January 11, 2022

Present:

5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

#### COUNTY EXECUTIVE OFFICE

File Reference No. 22-00022

RE:

Consider recommendations regarding South Coast Youth Safety Partnership Sponsors and Host Agency Memorandum of Understanding (MOU) and Contract for Fiscal Years 2020-2021 and 2021-2022, as follows:

- a) Approve, ratify, and authorize the County Executive Officer to execute the South Coast Youth Safety Partnership Sponsors and Host Agency MOU for the period of July 1, 2020 through June 30, 2022;
- b) Approve, ratify, and authorize the Chair to execute an Agreement for Services of Independent Contractor with the South Coast Youth Safety Partnership's host agency, Community Action Commission of Santa Barbara County, doing business as CommUnify, for Fiscal Years 2020-2021 and 2021-2022 for a total contract amount not to exceed \$97,108.00 (\$48,554.00 per Fiscal Year), through June 30, 2022 upon receipt of the fully executed MOU; and
- c) Determine that the actions above are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), finding that the activities are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activities in questions may have a significant effect on the environment, the activities are not subject to CEQA.

A motion was made by Supervisor Nelson, seconded by Supervisor Hart, that this matter be acted on as follows:

- a) Approved, ratified and authorized;
- b) Approved, ratified and authorized; Chair to execute; and
- c) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

# **Board Contract Summary**

BC	
DC	

Revised 1/13/2014

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year				
D2.	Department Name				
D3.	Contact Person				
D4.	Telephone				
K1.	Contract Type (check one): Personal Service Capital				
K2.	Brief Summary of Contract Description/Purpose				
K3.	Department Project Number				
K4.	Original Contract Amount	\$			
K5.	Contract Begin Date				
K6.	Original Contract End Date				
K7.	Amendment? (Yes or No)				
K8.	- New Contract End Date				
K9.	- Total Number of Amendments				
K10.	- This Amendment Amount	\$			
K11.	- Total Previous Amendment Amounts	\$			
K12.	- Revised Total Contract Amount	\$			
B1.	Intended Board Agenda Date				
B2.	Number of Workers Displaced (if any)				
B3.	Number of Competitive Bids (if any)				
B4.	Lowest Bid Amount (if bid)				
B5.	If Board waived bids, show Agenda Date				
	and Agenda Item Number				
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)				
F1.	Fund Number				
F2.	Department Number				
F3.	Line Item Account Number				
F4.	Project Number (if applicable)				
F5.	Program Number (if applicable)				
F6.	Org Unit Number (if applicable)				
F7.	Payment Terms				
V1.	Auditor-Controller Vendor Number				
V2.	Payee/Contractor Name				
V3.	Mailing Address				
V4.	City State (two-letter) Zip (include +4 if known)				
V5.	Telephone Number				
V6.	Vendor Contact Person				
V7.	Workers Comp Insurance Expiration Date				
V8.	Liability Insurance Expiration Date				
V9.	Professional License Number				
V10	Verified by (print name of county staff)				
V11	Company Type (Check one): Individual Sole Propr	ietorship	Partnership	Corporation	
I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.					
Date:					