

SHELTER OPERATIONS GENERAL FUND GRANT AGREEMENT

**BETWEEN
COUNTY OF SANTA BARBARA
AND
PATH**

PATH Santa Barbara Emergency Shelter Services

THIS Agreement is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") and PATH (People Assisting the Homeless), a California not-for-profit public benefit corporation, (hereinafter "GRANTEE").

WITNESSETH THAT

WHEREAS, COUNTY provides funds to partially finance specific programs that provide Shelter Services (as defined in Section 1 below) to Homeless persons (as defined in Section 1 below) on a seven (7) days per week basis; and

WHEREAS, the Board of Supervisors approved General Funds funding on June 15, 2016 in the amount of \$345,000 for the operations of year-round homeless shelters for Fiscal Year 2016-2017; and

WHEREAS, the Board of Supervisors approved Outside Agency Request funding on June 15, 2016 in the amount of \$100,000 for the operations of year-round homeless shelters for Fiscal Year 2016-2017; and

WHEREAS, the Board of Supervisors finds that PATH Santa Barbara Emergency Shelter Services is necessary to meet the social needs of the population of Santa Barbara County; and

WHEREAS, GRANTEE is one of the entities in Santa Barbara County that provides Shelter Services to homeless persons; and

WHEREAS, GRANTEE has experience, knowledge and skill to provide Shelter Services; and

WHEREAS, GRANTEE operates the PATH Santa Barbara Emergency Shelter; and

WHEREAS, COUNTY will provide \$167,726 to GRANTEE to provide Shelter Services at the PATH Santa Barbara Emergency Shelter; and

WHEREAS, COUNTY through its Community Services Department (hereinafter "COUNTY CSD") will oversee GRANTEE's performance and conduct the review, approval and payment of invoices.

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

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

"Administrative Costs" mean the costs associated with accounting for the use of funds under this Agreement, preparing reports for submission to COUNTY, similar costs related to administering funds under this Agreement, and staff salaries associated with these administrative costs.

“Agreement” means this legally binding contract entered into between COUNTY and GRANTEE.

“COUNTY” means the County of Santa Barbara, a political subdivision of the State of California.

“Eligible Costs” mean costs incurred during the performance of services pursuant to Exhibit A to this Agreement. Eligible Costs are restricted to Administrative Costs, Essential Services Costs, and Operating Costs.

“Essential Services Costs” mean costs incurred for the provision of, or referral to, services concerned with employment, health, education, family support services, substance abuse services, victim services, or mental health services.

“HOMELESS” is an individual or family who lacks a fixed, regular, and adequate nighttime residence; an individual or family who will imminently lose their primary nighttime residence; or any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

“Operating Costs” mean costs incurred by GRANTEE operating a facility in which Shelter Services are provided with respect to (A) the administration, maintenance, repair, and security of such a facility; and (B) utilities, fuels, furnishings, and equipment for such a facility.

“Program” means the provision of Shelter Services as set forth in the Statement of Work attached hereto and incorporated herein as Exhibit A to this Agreement. Any one of these activities constitutes a component of the overall Program funded under this Agreement.

“Shelter Services” mean those services provided by GRANTEE as set forth in Section 1 of GRANTEE’s Primary Responsibilities in Exhibit A to this Agreement.

2. CONTRACT ADMINISTRATION
COUNTY CSD, or its designee, shall have full authority to act for COUNTY in the administration of this Agreement on behalf of COUNTY.
3. SCOPE OF SERVICES
GRANTEE will perform all the services set forth in Exhibit A to this Agreement.
4. REPORTING
SUBRECIPIENT shall provide COUNTY with a quarterly bed-nights report and a Quarterly Status Report, for which a sample is attached hereto as Exhibit D, within thirty (30) days of the end of the quarter, setting forth its activities for the previous quarter.
5. TIME OF PERFORMANCE
This Agreement shall begin on the date executed by all parties to be effective as of July 1, 2016 and shall terminate on June 30, 2017, subject to the termination provisions contained herein.
6. COMPENSATION

- A. COUNTY will pay GRANTEE, on a reimbursement and performance basis as set forth in Section 7 below, an amount of money not to exceed the sum of One Hundred Sixty Seven Thousand and Seven Hundred Twenty Six Dollars (\$167,726), which payment shall constitute full and complete compensation for GRANTEE's services provided hereunder.
- B. GRANTEE will receive funding under this Agreement for the performance of services in accordance with Exhibit A to this Agreement and the following Eligible Costs as defined in Section 1:
 - i) Administrative Costs
 - ii) Essential Services Costs
 - iii) Operating Costs

Costs not associated with the performance of services pursuant to Exhibit A to this Agreement, such as fund raising and public relations, are not reimbursable under this Agreement.

- C. COUNTY assumes no responsibility to pay for costs not specifically set forth in Section 3 of this Agreement. Further, GRANTEE understands that COUNTY makes no commitment to fund the Program beyond the term of this Agreement.

7. METHOD OF PAYMENT

- A. GRANTEE shall receive reimbursement for Eligible Costs, subject to availability of funds for the Program and subject to all other provisions of this Agreement.
- B. Invoices shall be submitted to COUNTY within thirty (30) days of the end of the quarter in which Eligible Costs were incurred.
- C. GRANTEE shall submit an Expenditure Summary and Payment Request (ESPR), for which a sample is attached hereto as Exhibit E, making a claim to the County for the amount due under this Statement of Work. Invoices shall be in form and detail satisfactory to COUNTY. Invoices shall be accurate and complete in all respects and submitted in accordance with Section 7.B. If inaccurate or incomplete invoices are submitted to COUNTY, COUNTY may reject invoices and require GRANTEE to correct or clarify invoices until deemed acceptable by COUNTY. Quarterly performance measure reports, Exhibit D, shall accompany all requests for reimbursement pursuant to this Agreement, including for costs incurred prior to the execution of this Agreement.

8. DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to GRANTEE for reimbursement for Eligible Costs within thirty (30) days of GRANTEE's submission of a satisfactory invoice and performance report in accordance with Section 7.C. of this Agreement.

9. WITHHELD PAYMENTS

Payments to GRANTEE may be withheld by COUNTY if GRANTEE fails to comply with any of the provisions of this Agreement.

10. FISCAL ACCOUNTABILITY

- A. GRANTEE must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, GRANTEE must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

B. Checks, payrolls, or other accounting documents shall be clearly identified and readily made available to COUNTY. All accounting records and supportive documentation shall be made available to COUNTY at GRANTEE's main accounting office.

11. REVENUE DISCLOSURE REQUIREMENT

Upon request by COUNTY, GRANTEE shall file with COUNTY a written statement listing all revenues received, or expected to be received, by GRANTEE from federal, state, county, or city sources, or other governmental sources with respect to the Program which is the subject of this Agreement. Such statement shall reflect the dollar amount of funding provided, or to be provided, by each and every governmental agency for the Program, and the full name and address of each governmental agency providing such funding.

12. JOINT FUNDING

COUNTY shall not pay for any costs incurred by GRANTEE that has been or will be paid with other funds. If COUNTY determines that it has paid for any costs that have also been paid for with other funds, GRANTEE shall reimburse those funds to COUNTY.

13. INTEREST EARNED

No interest shall be earned on any funds deposited under this Agreement.

14. NOTICES

All notices under this Agreement shall be served in writing. Notices to GRANTEE under this Agreement shall be sent to GRANTEE's representative at the following address or such other address as GRANTEE designates in writing:

Heather Gratt, Managing Director
PATH Santa Barbara
816 Cacique Street
Santa Barbara, CA 93103

Notices, reports and statements to COUNTY shall be delivered or sent to the Director of COUNTY CSD or his/her designee at the following address or such other address as COUNTY designates in writing:

Director
Santa Barbara County Community Services Department
123 E. Anapamu Street, Second Floor
Santa Barbara, CA 93101

15. INDEPENDENT CONTRACTOR

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability.

16. GRIEVANCE PROCEDURES

GRANTEE shall establish and implement a program for the resolution of any grievance or disagreement that a participant may have with another participant or with GRANTEE staff regarding services provided under this Agreement. GRANTEE shall maintain documentation of all such grievances. The documentation shall contain a description of the grievance and of the resolution or disposition of said grievance. Said documentation

shall be retained in a central dispute or grievance file, which shall be made available to COUNTY upon request.

17. SUBCONTRACTS

- A. All subcontracts under this Agreement must be approved by COUNTY CSD in writing including purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts that are paid with funds provided under this Agreement. All subcontracts entered into in the performance of this Agreement shall:
- i) Be in writing.
 - ii) Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement.
 - iii) Specifically prohibit assignment or transfer of interest without prior written approval by COUNTY CSD.
 - iv) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
 - v) Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.
- B. COUNTY CSD's approval of any subcontracts under this Agreement shall not be construed as compliance with Federal, State, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of any rights to challenge such subcontracts. COUNTY CSD's approval of any such subcontracts shall not imply that any costs incurred as part of such subcontracts are Eligible Costs. Further, COUNTY CSD's approval of any such subcontracts shall not bind or obligate COUNTY to the terms of any such subcontract, nor shall COUNTY CSD's approval of such subcontracts make COUNTY a promisor, guarantor, or surety of GRANTEE's performance of the terms of such subcontracts.
- C. Under no circumstances shall GRANTEE enter into subcontracts the compensation for which is on a cost plus percentage basis.
- D. Eligible Costs pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices, which comply with invoicing provisions of this Agreement, including but not limited to Section 7.

18. PROGRAM MONITORING

- A. COUNTY shall monitor GRANTEE's performance and may conduct Program evaluations, which may include but is not limited to a review of the effectiveness and impact of the Program and the internal systems such as reporting tools, tracking systems and techniques developed by GRANTEE to serve Homeless persons, at any time during the term of this Agreement. COUNTY shall provide written notice to GRANTEE for all visits at least fifteen (15) days prior to the scheduled visit, observe client confidentiality rules and shall have the right of unlimited access to all activities and facilities operated by GRANTEE under this Agreement.
- B. Facilities for the purpose of Subsection A above include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going Program functions. GRANTEE shall ensure the cooperation of its staff and board members in providing complete access to COUNTY.

- C. Monitoring visits will consist of announced visits focusing on the extent to which the proposed Program has been implemented, effectiveness of Program administration and management.

19. AUDITS AND INSPECTIONS

- A. COUNTY reserves the right to dispatch auditors of their choosing to any site where the Program is being conducted, controlled or advanced in any way. Said sites may include the home office, any branch office or other locations of GRANTEE if such site or the activities performed thereon have any relationship to the Program funded herein. COUNTY shall provide written notice to GRANTEE for all announced visits.
- B. GRANTEE shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of GRANTEE. GRANTEE's staff will cooperate fully with auditors when they conduct audits and examinations of GRANTEE's Program.
- C. At COUNTY's discretion, COUNTY may request at any time audits of GRANTEE's performance under this Agreement. This Section 19 survives the expiration and/or termination of this Agreement.

20. AUDIT FINDINGS

- A. GRANTEE agrees that in the event the Program established hereunder is audited by independent auditors, COUNTY, or appropriate federal, state, and local audit agencies, GRANTEE shall be solely responsible for the consequences of all audit finding(s) and complying with all required corrective actions. In the event that said findings have a fiscal impact on COUNTY, GRANTEE shall fully indemnify, defend, and hold harmless and pay COUNTY the full amount of COUNTY costs resulting from such finding(s).
- B. If any audit findings indicate misappropriation or misapplication of the funds under this Agreement COUNTY may require further or additional audits, and the costs of the audits shall be borne solely by GRANTEE and are not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by COUNTY.
- C. In the event that an audit raises questions regarding the eligibility of expenses that have been paid to GRANTEE under this Agreement, COUNTY shall notify and provide GRANTEE the opportunity to justify said expenditures prior to making a final determination of disallowed costs.
- D. Upon a final determination of disallowed costs, if any, GRANTEE agrees to repay all said costs to COUNTY within sixty (60) days after issuance of COUNTY's final determination.

21. RECORDS

- A. GRANTEE shall maintain records in accordance with requirements prescribed by this Agreement and by COUNTY, including with respect to all matters under this Agreement and under any subcontract. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them earlier is granted in writing by COUNTY and all agencies that may otherwise require the retention of such records. These records shall be made available to COUNTY for copying, audit, and inspection at any time during normal business hours.
- B. At such times and in such forms as COUNTY may require, GRANTEE shall furnish to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters covered by this Agreement and any subcontract.

22. INSURANCE
Insurance coverage as set forth in Exhibit C to this Agreement, and incorporated herein, must be in full force and effect during the term of this Agreement as set forth in Section 5 hereof.
23. INDEMNIFICATION
GRANTEE agrees to indemnify, defend and save harmless COUNTY as set forth in Exhibit C.
24. COMPLIANCE WITH LAWS AND REGULATIONS
All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations directives and guidelines as they pertain to the performance of this Agreement including but not limited to required licenses or permits. GRANTEE further assures and certifies that it shall comply with all applicable regulations and guidelines as they exist or may be amended.
25. ASSIGNMENT
This Agreement is not assignable by GRANTEE without the express written consent of COUNTY. Any attempt by GRANTEE to assign any performance of the terms of this Agreement without written consent of COUNTY shall be null and void and shall constitute a material breach of this Agreement.
26. LIMITATION OF CORPORATE ACTS
GRANTEE shall not move to dissolve, transfer any assets derived from funds provided herein or take any other steps which may materially affect the performance of this Agreement without first notifying COUNTY in writing. GRANTEE shall notify COUNTY within forty-eight (48) hours in writing of any change in GRANTEE's legal name.
27. CONFLICT OF INTEREST
GRANTEE covenants that GRANTEE presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. GRANTEE further covenants that in the performance of this Agreement, no person having any such interest shall be employed by GRANTEE.
28. DISCRIMINATION
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. This Agreement is subject to COUNTY's anti-discrimination ordinance set forth as Santa Barbara County Code Sections 2-94 through 2-98, all as may be amended, which is hereby incorporated by reference.
29. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES
GRANTEE shall make every effort to provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, GRANTEE shall make every effort to employ residents of the area in which this Program is located and shall keep a record of the positions that have been created directly as a result of this Program.
30. NEPOTISM
GRANTEE shall not hire nor permit the hiring of any person to fill a position funded in part or in whole through this Agreement if a member of that person's immediate family is employed in an administrative capacity by GRANTEE. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law,

daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, fiscal, supervisory or management responsibilities, including but not limited to serving on the governing body of GRANTEE.

31. RELIGIOUS AND POLITICAL ACTIVITIES

GRANTEE agrees that funds under this Agreement will be used exclusively for performance of the work required herein, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, GRANTEE agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

32. AMERICANS WITH DISABILITIES ACT

GRANTEE agrees to comply with the requirements of the Americans with Disabilities Act ("ADA") (42 U.S.C., § 12101 et seq.), and all implementing regulations, all as may be amended, and to ensure that the Program and facilities in which the Program is conducted are accessible to and usable by persons with disabilities. GRANTEE further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA. GRANTEE attests that it has adopted and is enforcing Certification Regarding Compliance with the Americans with Disabilities Act consistent with the form attached hereto as Exhibit B and incorporated herein by this reference.

33. CITIZEN PARTICIPATION

GRANTEE shall promptly provide all Program data necessary for COUNTY to provide reports to citizens regarding the subject matter of this Agreement. GRANTEE's representatives shall be available to respond to questions, receive recommendations, and attend meetings when so requested by the Director of COUNTY CSD or his/her designee.

34. PROGRAM CHANGES

In the event that GRANTEE wishes to make changes to the Program, written approval by COUNTY is required. GRANTEE shall request approval for all changes in writing to COUNTY.

35. AMENDMENTS

This Agreement, together with Exhibits A through E, embodies the whole of the agreement of the parties hereto. Any amendments or modifications to this Agreement must be in writing executed by both GRANTEE and COUNTY. No oral conversation between any employee, officer, or agent of the parties shall modify or be deemed to be a binding interpretation of any of the terms or conditions of this Agreement.

36. WAIVERS

- A. No waiver by COUNTY of a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.
- B. COUNTY's failure to discover or object to any unsatisfactory work or invoices prior to payments made under this Agreement will not constitute a waiver of COUNTY's right to require GRANTEE to correct such work or invoices or seek any other legal remedy.

37. BREACH

Subject to Section 41 of this Agreement, in the event either party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity including termination of this Agreement and

specific performance. Said rights and remedies are cumulative except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

38. DEFAULTS

Should GRANTEE fail to comply with the terms of this Agreement, COUNTY will provide written notice to GRANTEE identifying specific items of noncompliance. If GRANTEE fails to deliver within fifteen (15) days an acceptable written response and work plan to correct the default, COUNTY shall have the right to:

- i) Reduce funding;
- ii) Make changes in the scope of services of this Agreement;
- iii) Place GRANTEE on probation status; and/or
- iv) Suspend payments;

This Section shall not otherwise limit, restrict, or otherwise affect COUNTY's ability to terminate this Agreement.

39. TERMINATION

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party.
- B. COUNTY may immediately terminate this Agreement upon the termination of funding for the Program or if for any reason the timely completion of the work under this Agreement is rendered infeasible or impossible.
- C. This Agreement may also be terminated or suspended in COUNTY's sole discretion for actions and behavior by GRANTEE that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations.
- D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by GRANTEE under this Agreement shall comply with all Federal, State, and local laws, ordinances, regulations, directives and guidelines and be done in accordance with this Agreement.
- E. In the event that GRANTEE ceases or intends to cease to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) GRANTEE shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
- F. Upon satisfactory completion of all closeout activities, COUNTY shall determine the total amount of compensation that shall be paid to GRANTEE for any unreimbursed Eligible Costs incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to GRANTEE until such time as the exact amount of damages resulting from GRANTEE's breach is determined.
- H. Subsections D, E, F G, and H shall survive beyond the term expiring upon the date specified in Section 4 of this Agreement.

40. NOTICE OF TERMINATION
In the event that this Agreement is terminated prior to its expiration, GRANTEE shall immediately notify all of its employees and Program participants and shall notify in writing COUNTY and any parties subcontracted under this Agreement within five (5) working days after the termination of this Agreement.
41. EFFECT OF LEGAL JUDGMENT
Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.
42. CHOICE OF LAW GOVERNING THIS AGREEMENT
This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.
43. CONTRACT
This Agreement consists of this document and Exhibits A through E which together constitute the entire understanding and agreement of the parties.
44. AUTHORIZATION WARRANTY
GRANTEE represents and warrants that the signatories to this Agreement are fully authorized to obligate GRANTEE hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.
45. NO THIRD PARTY BENEFICIARIES
There are no third party beneficiaries to this Agreement.
46. COUNTERPARTS
This Agreement may be executed by the parties in counterparts, which counterparts shall be constructed together and have the same effect as if all the parties had entered the same instrument.

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: _____
PETER ADAM
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
GEORGE CHAPJIAN
Community Services Director

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Risk Manager

“GRANTEE”
PATH (People Assisting Homeless)

By: _____
Katie Hill, Executive Director

By: _____
Julie Downey, Admin, Board of Directors

By: _____
Sandy Oluwek, Chief Financial Officer

EXHIBIT A

Statement of Work

Program Description

PATH Santa Barbara is located at 816 Cacique Street, Santa Barbara, California and provides Shelter Services to Homeless persons.

GRANTEE's Primary Responsibilities

1. Provision of Shelter Services, including:
 - a. 100 year-round and 100 seasonal winter (December 1, 2016 through March 31, 2017) emergency shelter beds. With the complement of these two programs, PATH Santa Barbara has the capacity to provide up to 48,600 bed nights annually (12,100 for seasonal winter emergency shelter and 36,500 for the year-round program);
 - b. On-site access to services on a weekly basis such as AA Support Groups, Benefits Enrollment, Case Management & Individualized Service Plans, Community Kitchen, Seasonal Homeless Street Outreach, Housing Retention Support, Job Development Program, "Keys to Recovery" Programs, Meditation, Men & Women's Support Groups, Mental Health Workshop, Personal Journal Club, Rapid Re-Housing/Housing Subsidy Funds, Re-Entry Programs, Relapse Prevention, Social Services Workshop, Step Up! Programs including street cleaning, Veteran Services and access to Public Health and on-site nurse;
 - c. Triage services and appropriate referrals to outside community agencies;
 - d. Provision of, or referrals to, services as covered by Essential Services Costs defined in Section 1 of this Agreement;
 - e. Operation of the facility in which Shelter Services are provided as covered by Operating Costs defined in Section 1 of this Agreement; and
 - f. Supervision and security.

GRANTEE will establish shelter rules and maintain a safe environment for Homeless persons. GRANTEE may refuse shelter to Homeless persons who demonstrate inappropriate behavior or do not follow shelter rules.

2. Administration of the Program, including:
 - a. Accounting for the use of funds under this Agreement
 - b. Administering funds under this Agreement
 - c. Preparation of quarterly bed-nights reports and quarterly status reports for submission to COUNTY

Daily Hours of Operation

The shelter operates every day of the year and is open 24 hours a day.

EXHIBIT B

**Certification Regarding Compliance with the
Americans with Disabilities Act**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

GRANTEE is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C., §§ 12101 et seq. and its implementing regulations, all as may be amended.

GRANTEE will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services, activities and facilities in accordance with the provisions of the Americans with Disabilities Act.

GRANTEE will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

GRANTEE will require that the language 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 subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

GRANTEE: PATH

Authorized Representative: Katie Hill, Executive Director

Signature

Date

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

GRANTEE 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. GRANTEE'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

GRANTEE 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

GRANTEE 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 GRANTEE, 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.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if GRANTEE 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.

If GRANTEE maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by GRANTEE. 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 GRANTEE 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 GRANTEE'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, GRANTEE’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 GRANTEE’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** – GRANTEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said GRANTEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. GRANTEE 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 COUNTY. COUNTY may require GRANTEE 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** – GRANTEE 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 the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the GRANTEE’s obligation to provide them. GRANTEE 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** – GRANTEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and GRANTEE shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **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. GRANTEE 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.

Instructions: Submit this status report to Maria Schroeder, Housing Program Specialist by email to MSchroed@co.santa-barbara.ca.us or fax to (805) 560-1091.

Quarter 1
 July 1 – September 30

Quarter 2
 October 1 – December 31

Quarter 3
 January 1 – March 31

Quarter 4
 April 1 – June 30

Agency PATH (People Assisting the Homeless)

Contact Person Heather Gratt

Project PATH Santa Barbara Emergency Shelter

Phone Number 805-218-6317

Contract# _____

Email Address heatherg@ePath.org

1. Narrative

Please provide an update on the overall status of your Emergency Shelter program. Describe the program's impact in addressing homelessness in your geographic area and any successes you wish to highlight.

2. Accomplishments

Goals

	Goal	Quarter	Year-to-Date
Bed-nights provided	48,600		
Unduplicated number of persons served	850		
Unduplicated number of households served	805		

Performance Measures

	Goal (%)	Quarter			Year-to-Date		
		# of Participants	# Meeting Target	% Meeting Target	# of Participants	# Meeting Target	% Meeting Target
% of participants who moved into housing at project exit	60%						
Family Reunification	N/A						
Transitional Housing	20%						
Permanent Housing	40%						
Skilled nurse housing	N/A						

	Goal (%)	Quarter			Year-to-Date		
		# of Participants	# Meeting Target	% Meeting Target	# of Participants	# Meeting Target	% Meeting Target
Other	N/A						
% of housed participants who remain housed for 3 months	90%						
% of housed participants who remain housed for 6 months	75%						
% of participants who obtained/increased earned income at project exit	60%						
% of participants who obtained/increased cash/non-cash benefits at project exit	30%						

Please describe any challenges you have encountered while working toward completion of your goals.

3. Race & Ethnicity Data

	Quarter		Year-to-Date	
	Total	Hispanic or Latino ¹	Total	Hispanic or Latino ¹
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other multi-racial				
Total				

¹ Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

4. Homeless Subpopulations

	Quarter	Year-to-Date
Veterans		
Victims of Domestic Violence		
Elderly		
HIV/AIDS		
Chronically Homeless		
Persons with Disabilities		
Severely Mentally Ill		
Chronic Substance Abuse		
Other Disability		
Total		

5. Households – All Programs

	Quarter	Year to Date
Total Number of Households		
Total Number of Persons in Households		
Number of children (under age 18)		
Number of young adults (ages 18-24)		
Number of adults (over age 24)		

6. Submission Certification

I certify that all information stated in and attached to this report is true and accurate.

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT E

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Shelter Operations General Fund Grant

County of Santa Barbara Community Services Department

2016 - 2017

Agency Name: PATH DUNS #: 847856390
 Project Name: PATH Santa Barbara Shelter Services
 Address: 816 Cacique Street, Santa Barbara, CA 93103
 Contact Person: Heather Gratt Title: Director of Programs
 Email Address: HeatheG@ePath.org Phone #: 805-218-6317

ESPR Request #: _____
 Date Submitted: _____
 Report Period: Q1 (Jul - Sep)
 Q2 (Oct - Dec)
 Q3 (Jan - Mar)
 Q4 (Apr - Jun)
 PO/Contract #: _____
 HCD Project #: _____

Submit completed ESPR and required documentation to:

Staff Person: Maria Schroeder Title: Housing Program Specialist
 Email Address: MSchroed@co.santa-barbara.ca.us Phone #: 805-568-3524

Grant Budget and Expenditures

Activity	Eligible Cost	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Shelter Operations	Administrative Costs				
	Essential Services Costs				\$ -
	Operating Costs				
TOTAL		\$ -	\$ -	\$ -	\$ -

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

Administrator / Executive Director

 Name Title

 Signature Date

 Name Title

 Signature Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

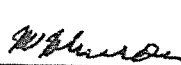
PRODUCER Edgewood Partners Ins. Center Lic#0B29370 601 S. Figueroa Street Suite 3950 Los Angeles, CA 90017		CONTACT NAME: Lusin Alabashyan PHONE (A/C, No, Ext): 213-629-8903 FAX (A/C, No): 888-772-3742 E-MAIL ADDRESS: lusin.alabashyan@epicbrokers.com	
INSURED PATH/People Assisting the Homeless 340 N. Madison Los Angeles, CA 90004		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Ins Alliance of CA NAIC # 11845 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			201601280NPO	08/01/2016	08/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			201601280NPO	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			201601280UMBPO	08/01/2016	08/01/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			201601280NPO	08/01/2016	08/01/2017	\$1,000,000/\$3,000,000
A	D&O			201601280DONPO	08/01/2016	08/01/2017	\$1,000,000/\$2,000,000
A	Imp. Sexual Cond.			201601280NPO	08/01/2016	08/01/2017	\$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Santa Barbara, its officers, officials, employees, agents and volunteers are named additional insureds with respects to the operations of the named insured subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER County of Santa Barbara 105 E. Anapuma Street Santa Barbara, CA 93101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SHELTER OPERATIONS GENERAL FUND SERVICE AGREEMENT

**BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER**

Bridgehouse Shelter

THIS Agreement is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") and Good Samaritan Shelter (Good Samaritan), a California not-for-profit public benefit corporation, (hereinafter "CONTRACTOR").

WITNESSETH THAT

WHEREAS, COUNTY provides funds to partially finance specific programs that provide Shelter Services (as defined in Section 1 below) to Homeless persons (as defined in Section 1 below) on a seven (7) days per week basis; and

WHEREAS, the Board of Supervisors approved General Funds funding on June 15, 2016 in the amount of \$345,000 for the operations of year-round homeless shelters for Fiscal Year 2016-2017; and

WHEREAS, the Board of Supervisors approved Outside Agency Request funding on June 15, 2016 in the amount of \$100,000 for the operations of year-round homeless shelters for Fiscal Year 2016-2017; and

WHEREAS, the Board of Supervisors finds that the services provided by Good Samaritan at the Bridgehouse Shelter are necessary to meet the social needs of the population of Santa Barbara County; and

WHEREAS, CONTRACTOR is one of the entities in Santa Barbara County that provides Shelter Services to homeless persons; and

WHEREAS, CONTRACTOR has experience, knowledge and skill to provide Shelter Services; and

WHEREAS, CONTRACTOR operates the Bridgehouse Shelter; and

WHEREAS, COUNTY will provide \$95,515 to CONTRACTOR to provide Shelter Services at the Bridgehouse Shelter; and

WHEREAS, COUNTY through its Community Services Department (hereinafter "COUNTY CSD") will oversee CONTRACTOR's performance and conduct the review, approval and payment of invoices.

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

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

"Administrative Costs" mean the costs associated with accounting for the use of funds under this Agreement, preparing reports for submission to COUNTY, similar costs related to administering funds under this Agreement, and staff salaries associated with these administrative costs.

“Agreement” means this legally binding contract entered into between COUNTY and CONTRACTOR.

“COUNTY” means the County of Santa Barbara, a political subdivision of the State of California.

“Eligible Costs” mean costs incurred during the performance of services pursuant to Exhibit A to this Agreement. Eligible Costs are restricted to Administrative Costs, Essential Services Costs, and Operating Costs.

“Essential Services Costs” mean costs incurred for the provision of, or referral to, services concerned with employment, health, education, family support services, substance abuse services, victim services, or mental health services.

“HOMELESS” is an individual or family who lacks a fixed, regular, and adequate nighttime residence; an individual or family who will imminently lose their primary nighttime residence; or any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

“Operating Costs” mean costs incurred by CONTRACTOR operating a facility in which Shelter Services are provided with respect to (A) the administration, maintenance, repair, and security of such a facility; and (B) utilities, fuels, furnishings, and equipment for such a facility.

“Program” means the provision of Shelter Services as set forth in the Statement of Work attached hereto and incorporated herein as Exhibit A to this Agreement. Any one of these activities constitutes a component of the overall Program funded under this Agreement.

“Shelter Services” mean those services provided by CONTRACTOR as set forth in Section 1 of CONTRACTOR’s Primary Responsibilities in Exhibit A to this Agreement.

2. CONTRACT ADMINISTRATION

COUNTY CSD, or its designee, shall have full authority to act for COUNTY in the administration of this Agreement on behalf of COUNTY.

3. SCOPE OF SERVICES

CONTRACTOR will perform all the services set forth in Exhibit A to this Agreement.

4. REPORTING

SUBRECIPIENT shall provide COUNTY with a Quarterly Status Report, for which a sample is attached hereto as Exhibit D, within thirty (30) days of the end of the quarter, setting forth its activities for the previous quarter.

5. TIME OF PERFORMANCE

This Agreement shall begin on the date executed by all parties to be effective as of July 1, 2016 and shall terminate on June 30, 2017, subject to the termination provisions contained herein.

6. COMPENSATION

- A. COUNTY will pay CONTRACTOR, on a reimbursement and performance basis as set forth in Section 7 below, an amount of money not to exceed the sum Ninety Five Thousand and Five Hundred and Fifteen Dollars (\$95,515), which payment shall constitute full and complete compensation for CONTRACTOR's services provided hereunder.
- B. CONTRACTOR will receive funding under this Agreement for the performance of services in accordance with Exhibit A to this Agreement and the following Eligible Costs as defined in Section 1:
 - i) Administrative Costs
 - ii) Essential Services Costs
 - iii) Operating Costs

Costs not associated with the performance of services pursuant to Exhibit A to this Agreement, such as fund raising and public relations, are not reimbursable under this Agreement.

- C. COUNTY assumes no responsibility to pay for costs not specifically set forth in Section 3 of this Agreement. Further, CONTRACTOR understands that COUNTY makes no commitment to fund the Program beyond the term of this Agreement.

7. METHOD OF PAYMENT

- A. CONTRACTOR shall receive reimbursement for Eligible Costs, subject to availability of funds for the Program and subject to all other provisions of this Agreement.
- B. Invoices shall be submitted to COUNTY within thirty (30) days of the end of the quarter in which Eligible Costs were incurred.
- C. CONTRACTOR shall submit an Expenditure Summary and Payment Request (ESPR), for which a sample is attached hereto as Exhibit E, making a claim to the County for the amount due under this Statement of Work. Invoices shall be in form and detail satisfactory to COUNTY. Invoices shall be accurate and complete in all respects and submitted in accordance with Section 7.B. If inaccurate or incomplete invoices are submitted to COUNTY, COUNTY may reject invoices and require CONTRACTOR to correct or clarify invoices until deemed acceptable by COUNTY. Quarterly Status Reports, Exhibit D, shall accompany all requests for reimbursement pursuant to this Agreement, including for costs incurred prior to the execution of this Agreement.

8. DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to CONTRACTOR for reimbursement for Eligible Costs within thirty (30) days of CONTRACTOR's submission of a satisfactory invoice and status report in accordance with Section 7.C. of this Agreement.

9. WITHHELD PAYMENTS

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any of the provisions of this Agreement.

10. FISCAL ACCOUNTABILITY

- A. CONTRACTOR agrees to manage money received under this Agreement in accordance with generally accepted accounting principles and incur only Eligible Costs for reimbursement.

- B. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.
- C. Checks, payrolls, or other accounting documents shall be clearly identified and readily made available to COUNTY. All accounting records and supportive documentation shall be made available to COUNTY at CONTRACTOR's main accounting office.

11. REVENUE DISCLOSURE REQUIREMENT

Upon request by COUNTY, CONTRACTOR shall file with COUNTY a written statement listing all revenues received, or expected to be received, by CONTRACTOR from federal, state, county, or city sources, or other governmental sources with respect to the Program which is the subject of this Agreement. Such statement shall reflect the dollar amount of funding provided, or to be provided, by each and every governmental agency for the Program, and the full name and address of each governmental agency providing such funding.

12. JOINT FUNDING

COUNTY shall not pay, under this Agreement, for any costs incurred by CONTRACTOR that has been or will be paid with other funds, including funds disbursed pursuant to a separate agreement with the County. If COUNTY determines that it has paid for any costs that have also been paid for with other funds, CONTRACTOR shall reimburse those funds to COUNTY.

13. INTEREST EARNED

No interest shall be earned on any funds deposited under this Agreement.

14. NOTICES

All notices under this Agreement shall be served in writing. Notices to CONTRACTOR under this Agreement shall be sent to CONTRACTOR's representative at the following address or such other address as CONTRACTOR designates in writing:

Sylvia Barnard, Executive Director
Good Samaritan Shelter
245 Inger Drive, Suite 103B
Santa Maria, CA 93455

Notices, reports and statements to COUNTY shall be delivered or sent to the Director of COUNTY CSD or his/her designee at the following address or such other address as COUNTY designates in writing:

Director
Santa Barbara County Community Services Department
123 E. Anapamu Street, Second Floor
Santa Barbara, CA 93101

15. INDEPENDENT CONTRACTOR

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability.

16. GRIEVANCE PROCEDURES

CONTRACTOR shall establish and implement a program for the resolution of any grievance or disagreement that a participant may have with another participant or with CONTRACTOR staff regarding services provided under this Agreement. CONTRACTOR shall maintain documentation of all such grievances. The documentation shall contain a description of the grievance and of the resolution or disposition of said grievance. Said documentation shall be retained in a central dispute or grievance file, which shall be made available to COUNTY upon request.

17. SUBCONTRACTS

A. All subcontracts under this Agreement must be approved by COUNTY CSD in writing including purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts that are paid with funds provided under this Agreement. All subcontracts entered into in the performance of this Agreement shall:

- i) Be in writing.
- ii) Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement.
- iii) Specifically prohibit assignment or transfer of interest without prior written approval by COUNTY CSD.
- iv) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
- v) Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.

B. COUNTY CSD's approval of any subcontracts under this Agreement shall not be construed as compliance with Federal, State, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of any rights to challenge such subcontracts. COUNTY CSD's approval of any such subcontracts shall not imply that any costs incurred as part of such subcontracts are Eligible Costs. Further, COUNTY CSD's approval of any such subcontracts shall not bind or obligate COUNTY to the terms of any such subcontract, nor shall COUNTY CSD's approval of such subcontracts make COUNTY a promisor, guarantor, or surety of CONTRACTOR's performance of the terms of such subcontracts.

C. Under no circumstances shall CONTRACTOR enter into subcontracts the compensation for which is on a cost plus percentage basis.

D. Eligible Costs pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices, which comply with invoicing provisions of this Agreement, including but not limited to Section 7.

18. PROGRAM MONITORING

A. COUNTY shall monitor CONTRACTOR's performance and may conduct Program evaluations, which may include but is not limited to a review of the effectiveness and impact of the Program and the internal systems such as reporting tools, tracking systems and techniques developed by CONTRACTOR to serve Homeless persons, at any time during the term of this Agreement. COUNTY shall provide written notice to CONTRACTOR for all visits at least fifteen (15) days prior to the scheduled visit, observe client confidentiality rules and shall have the right of unlimited access to all activities and facilities operated by CONTRACTOR under this Agreement.

- B. Facilities for the purpose of Subsection A above include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going Program functions. CONTRACTOR shall ensure the cooperation of its staff and board members in providing complete access to COUNTY.
- C. Monitoring visits will consist of announced visits focusing on the extent to which the proposed Program has been implemented, effectiveness of Program administration and management.

19. AUDITS AND INSPECTIONS

- A. COUNTY reserves the right to dispatch auditors of their choosing to any site where the Program is being conducted, controlled or advanced in any way. Said sites may include the home office, any branch office or other locations of CONTRACTOR if such site or the activities performed thereon have any relationship to the Program funded herein. COUNTY shall provide written notice to CONTRACTOR for all announced visits at least fifteen (15) days prior to the scheduled visit.
- B. CONTRACTOR shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of CONTRACTOR. CONTRACTOR's staff will cooperate fully with auditors when they conduct audits and examinations of CONTRACTOR's Program.
- C. At COUNTY's discretion, COUNTY may request at any time audits of CONTRACTOR's performance under this Agreement. This Section 19 survives the expiration and/or termination of this Agreement.

20. AUDIT FINDINGS

- A. CONTRACTOR agrees that in the event the Program established hereunder is audited by independent auditors, COUNTY, or appropriate federal, state, and local audit agencies, CONTRACTOR shall be solely responsible for the consequences of all audit finding(s) and complying with all required corrective actions. In the event that said findings have a fiscal impact on COUNTY, CONTRACTOR shall fully indemnify, defend, and hold harmless and pay COUNTY the full amount of COUNTY costs resulting from such finding(s).
- B. If any audit findings indicate misappropriation or misapplication of the funds under this Agreement COUNTY may require further or additional audits, and the costs of the audits shall be borne solely by CONTRACTOR and are not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by COUNTY.
- C. In the event that an audit raises questions regarding the eligibility of expenses that have been paid to CONTRACTOR under this Agreement, COUNTY shall notify and provide CONTRACTOR the opportunity to justify said expenditures prior to making a final determination of disallowed costs.
- D. Upon a final determination of disallowed costs, if any, CONTRACTOR agrees to repay all said costs to COUNTY within sixty (60) days after issuance of COUNTY's final determination.

21. RECORDS

- A. CONTRACTOR shall maintain records in accordance with requirements prescribed by this Agreement and by COUNTY, including with respect to all matters under this Agreement and under any subcontract. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them earlier is granted in writing by COUNTY and all agencies

that may otherwise require the retention of such records. These records shall be made available to COUNTY for copying, audit, and inspection at any time during normal business hours.

B. At such times and in such forms as COUNTY may require, CONTRACTOR shall furnish to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters covered by this Agreement and any subcontract.

22. INSURANCE

Insurance coverage as set forth in Exhibit C to this Agreement, and incorporated herein, must be in full force and effect during the term of this Agreement as set forth in Section 5 hereof.

23. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and save harmless COUNTY as set forth in Exhibit C.

24. COMPLIANCE WITH LAWS AND REGULATIONS

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations directives and guidelines as they pertain to the performance of this Agreement including but not limited to required licenses or permits. CONTRACTOR further assures and certifies that it shall comply with all applicable regulations and guidelines as they exist or may be amended.

25. ASSIGNMENT

This Agreement is not assignable by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any performance of the terms of this Agreement without written consent of COUNTY shall be null and void and shall constitute a material breach of this Agreement.

26. LIMITATION OF CORPORATE ACTS

CONTRACTOR shall not move to dissolve, transfer any assets derived from funds provided herein or take any other steps which may materially affect the performance of this Agreement without first notifying COUNTY in writing. CONTRACTOR shall notify COUNTY within forty-eight (48) hours in writing of any change in CONTRACTOR's legal name.

27. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

28. DISCRIMINATION

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. This Agreement is subject to COUNTY's anti-discrimination ordinance set forth as Santa Barbara County Code Sections 2-94 through 2-98, all as may be amended, which is hereby incorporated by reference.

29. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES

CONTRACTOR shall make every effort to provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, CONTRACTOR shall make every effort to employ residents of the area in which this Program is located and shall keep a record of the positions that have been created directly as a result of this Program.

30. NEPOTISM
CONTRACTOR shall not hire nor permit the hiring of any person to fill a position funded in part or in whole through this Agreement if a member of that person's immediate family is employed in an administrative capacity by CONTRACTOR. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, fiscal, supervisory or management responsibilities, including but not limited to serving on the governing body of CONTRACTOR.
31. RELIGIOUS AND POLITICAL ACTIVITIES
CONTRACTOR agrees that funds under this Agreement will be used exclusively for performance of the work required herein, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, CONTRACTOR agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.
32. AMERICANS WITH DISABILITIES ACT
CONTRACTOR agrees to comply with the requirements of the Americans with Disabilities Act ("ADA") (42 U.S.C., § 12101 et seq.), and all implementing regulations, all as may be amended, and to ensure that the Program and facilities in which the Program is conducted are accessible to and usable by persons with disabilities. CONTRACTOR further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA. CONTRACTOR attests that it has adopted and is enforcing Certification Regarding Compliance with the Americans with Disabilities Act consistent with the form attached hereto as Exhibit B and incorporated herein by this reference.
33. CITIZEN PARTICIPATION
CONTRACTOR shall promptly provide all Program data necessary for COUNTY to provide reports to citizens regarding the subject matter of this Agreement. CONTRACTOR's representatives shall be available to respond to questions, receive recommendations, and attend meetings when so requested by the Director of COUNTY CSD or his/her designee.
34. PROGRAM CHANGES
In the event that CONTRACTOR wishes to make changes to the Program, written approval by COUNTY is required. CONTRACTOR shall request approval for all changes in writing to COUNTY.
35. AMENDMENTS
This Agreement, together with Exhibits A through E, embodies the whole of the agreement of the parties hereto. Any amendments or modifications to this Agreement must be in writing executed by both CONTRACTOR and COUNTY. No oral conversation between any employee, officer, or agent of the parties shall modify or be deemed to be a binding interpretation of any of the terms or conditions of this Agreement.
36. WAIVERS
- A. No waiver by COUNTY of a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.
 - B. COUNTY's failure to discover or object to any unsatisfactory work or invoices prior to payments made under this Agreement will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or invoices or seek any other legal remedy.

37. BREACH

Subject to Section 41 of this Agreement, in the event either party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity including termination of this Agreement and specific performance. Said rights and remedies are cumulative except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

38. DEFAULTS

Should CONTRACTOR fail to comply with the terms of this Agreement, COUNTY will provide written notice to CONTRACTOR identifying specific items of noncompliance. If CONTRACTOR fails to deliver within fifteen (15) days an acceptable written response and work plan to correct the default, COUNTY shall have the right to:

- i) Reduce funding;
- ii) Make changes in the scope of services of this Agreement;
- iii) Place CONTRACTOR on probation status; and/or
- iv) Suspend payments;

This Section shall not otherwise limit, restrict, or otherwise affect COUNTY's ability to terminate this Agreement.

39. TERMINATION

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party.
- B. COUNTY may immediately terminate this Agreement upon the termination of funding for the Program or if for any reason the timely completion of the work under this Agreement is rendered infeasible or impossible.
- C. This Agreement may also be terminated or suspended in COUNTY's sole discretion for actions and behavior by CONTRACTOR that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations.
- D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by CONTRACTOR under this Agreement shall comply with all Federal, State, and local laws, ordinances, regulations, directives and guidelines and be done in accordance with this Agreement.
- E. In the event that CONTRACTOR ceases or intends to cease to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) CONTRACTOR shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
- F. Upon satisfactory completion of all closeout activities, COUNTY shall determine the total amount of compensation that shall be paid to CONTRACTOR for any unreimbursed Eligible Costs incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to CONTRACTOR until such time as the exact amount of damages resulting from CONTRACTOR's breach is determined.

H. Subsections D, E, F G, and H shall survive beyond the term expiring upon the date specified in Section 4 of this Agreement.

40. NOTICE OF TERMINATION

In the event that this Agreement is terminated prior to its expiration, CONTRACTOR shall immediately notify all of its employees and Program participants and shall notify in writing COUNTY and any parties subcontracted under this Agreement within five (5) working days after the termination of this Agreement.

41. EFFECT OF LEGAL JUDGMENT

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

42. CHOICE OF LAW GOVERNING THIS AGREEMENT

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

43. CONTRACT

This Agreement consists of this document and Exhibits A through E which together constitute the entire understanding and agreement of the parties.

44. AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatories to this Agreement are fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

45. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement.

46. COUNTERPARTS

This Agreement may be executed by the parties in counterparts, which counterparts shall be constructed together and have the same effect as if all the parties had entered the same instrument.

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: _____
PETER ADAM
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
GEORGE CHAPJIAN
Community Services Director

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Risk Manager

“CONTRACTOR”
GOOD SAMARITAN SHELTER

By: _____
Sylvia Barnard, Executive Director

By: _____
Greg Burnett, President, Board of Directors

By: _____
Jack Boysen, Chief Financial Officer

EXHIBIT A

Statement of Work

Program Description

The Bridgehouse Shelter is located at 2025 Sweeney Road, Unincorporated Santa Barbara County, California and provides Shelter Services to Homeless persons.

CONTRACTOR's Primary Responsibilities

1. Provision of Shelter Services, including:
 - a. Provision of up to ninety (90) emergency shelter beds per night throughout the year, for a total of up to 32,850 bed-nights annually for use as emergency overnight shelter.
 - b. Provision of, or referrals to, services as covered by Essential Services Costs defined in Section 1 of this Agreement
 - c. Operation of the facility in which Shelter Services are provided as covered by Operating Costs defined in Section 1 of this Agreement
 - d. Meal and snack service
 - e. Supervision and security

CONTRACTOR will establish shelter rules and maintain a safe environment for Homeless persons. CONTRACTOR may refuse shelter to Homeless persons who demonstrate inappropriate behavior or do not follow shelter rules.

2. Administration of the Program, including:
 - a. Accounting for the use of funds under this Agreement
 - b. Administering funds under this Agreement
 - c. Preparation of quarterly bed-nights reports and quarterly status reports for submission to COUNTY

Daily Hours of Operation

The shelter will open daily at 4:30 p.m. and close the following morning at 8:00 a.m.

EXHIBIT B

**Certification Regarding Compliance with the
Americans with Disabilities Act**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

CONTRACTOR is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C., §§ 12101 et seq. and its implementing regulations, all as may be amended.

CONTRACTOR will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services, activities and facilities in accordance with the provisions of the Americans with Disabilities Act.

CONTRACTOR will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability.

CONTRACTOR will require that the language 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 subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACTOR: Good Samaritan Shelter

Authorized Representative: Sylvia Barnard, Executive Director

Signature

Date

EXHIBIT C

**Indemnification and Insurance Requirements
(For Service Contracts Not Requiring Professional Liability Insurance)**

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 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.
2. **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.

If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. 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 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).
2. **Primary Coverage** – For any claims related to this Agreement, 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 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 COUNTY. COUNTY may require 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 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. CONTRACTOR 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** – 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. **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.

Instructions: Submit this status report to Maria Schroeder, Housing Program Specialist by email to MSchroed@co.santa-barbara.ca.us or fax to (805) 560-1091.

<input type="checkbox"/> Quarter 1 July 1 – September 30	<input type="checkbox"/> Quarter 2 October 1 – December 31	<input type="checkbox"/> Quarter 3 January 1 – March 31	<input type="checkbox"/> Quarter 4 April 1 – June 30
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Agency <u>Good Samaritan Shelter</u>	Contact Person <u>Kirsten Cahoon</u>
Project <u>Bridgehouse Emergency Shelter</u>	Phone Number <u>805-347-3338</u>
Contract # _____	Email Address <u>kcahoon@goodsamaritanshelter.org</u>

1. Narrative

Please provide an update on the overall status of your Emergency Shelter program. Describe the program’s impact in addressing homelessness in your geographic area and any successes you wish to highlight.

2. Accomplishments

Goals

	Goal	Quarter	Year-to-Date
Bed-nights provided	32,850		
Unduplicated number of persons served	500		
Unduplicated number of households served	150		

Performance Measures

	Goal (%)	Quarter			Year-to-Date		
		# of Participants	# Meeting Target	% Meeting Target	# of Participants	# Meeting Target	% Meeting Target
% of participants who moved into housing at project exit	50%						
Family Reunification	10%						
Transitional Housing	15%						
Permanent Housing	50%						

	Goal (%)	Quarter			Year-to-Date		
		# of Participants	# Meeting Target	% Meeting Target	# of Participants	# Meeting Target	% Meeting Target
Skilled nurse housing	2%						
Other	N/A						
% of housed participants who remain housed for 3 months	60%						
% of housed participants who remain housed for 6 months	60%						
% of participants who obtained/increased earned income at project exit	40%						
% of participants who obtained/increased cash/non-cash benefits at project exit	60%						

Please describe any challenges you have encountered while working toward completion of your goals.

3. Race & Ethnicity Data

	Quarter		Year-to-Date	
	Total	Hispanic or Latino ¹	Total	Hispanic or Latino ¹
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other multi-racial				
Total				

¹ Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

4. Homeless Subpopulations

	Quarter	Year-to-Date
Veterans		
Victims of Domestic Violence		
Elderly		
HIV/AIDS		
Chronically Homeless		
Persons with Disabilities		
Severely Mentally Ill		
Chronic Substance Abuse		
Other Disability		
Total		

5. Households – All Programs

	Quarter	Year to Date
Total Number of Households		
Total Number of Persons in Households		
Number of children (under age 18)		
Number of young adults (ages 18-24)		
Number of adults (over age 24)		

6. Submission Certification

I certify that all information stated in and attached to this report is true and accurate.

Signature: _____ Date: _____

Name & Title: _____

Exhibit E

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Shelter Operations General Fund Grant

County of Santa Barbara Community Services Department

2016 - 2017

Agency Name: Good Samaritan Shelter DUNS #: 023282457
 Project Name: Bridgehouse Shelter
 Address: 2025 Sweeney Rd., Lompoc CA 93436
 Contact Person: Hector Giron Title: Director of Finance
 Email Address: hgiron@goodsamaritanshelter.org Phone #: 805-623-5304 x2

ESPR Request #: _____
 Date Submitted: _____
 Report Period: Q1 (Jul - Sep)
 Q2 (Oct - Dec)
 Q3 (Jan - Mar)
 Q4 (Apr - Jun)

Submit completed ESPR and required documentation to:

Staff Person: Maria Schroeder Title: Housing Program Specialist
 Email Address: mschroed@co.santa-barbara.ca.us Phone #: 805-568-3524

PO/Contract #: _____
 HCD Project #: _____

Grant Budget and Expenditures

IDIS Activity ID	Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
	Shelter Operations	Shelter Services	95,515			
		Administrative Costs	\$ -			
		Essential Services Costs				
		Operating Costs				
TOTAL			\$ 95,515.00	\$ -	\$ -	\$ -

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

Administrator / Executive Director

 Name Title

 Name Title

SHELTER OPERATIONS GENERAL FUND GRANT AGREEMENT

**BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER**

Santa Maria Emergency Shelter

THIS Agreement is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") and Santa Maria Emergency Shelter a California not-for-profit public benefit corporation, (hereinafter "GRANTEE").

WITNESSETH THAT

WHEREAS, COUNTY provides funds to partially finance specific programs that provide Shelter Services (as defined in Section 1 below) to Homeless persons (as defined in Section 1 below) on a seven (7) days per week basis; and

WHEREAS, the Board of Supervisors approved General Funds funding on June 15, 2016 in the amount of \$345,000 for the operations of year-round homeless shelters for Fiscal Year 2016-2017; and

WHEREAS, the Board of Supervisors approved Outside Agency Request funding on June 15, 2016 in the amount of \$100,000 for the operations of year-round homeless shelters for Fiscal Year 2016-2017; and

WHEREAS, the Board of Supervisors finds that the Santa Maria Emergency Shelter is necessary to meet the social needs of the population of Santa Barbara County; and

WHEREAS, GRANTEE is one of the entities in Santa Barbara County that provides Shelter Services to homeless persons; and

WHEREAS, GRANTEE has experience, knowledge and skill to provide Shelter Services; and

WHEREAS, GRANTEE operates the Santa Maria Emergency Shelter; and

WHEREAS, COUNTY will provide \$132,966 to GRANTEE to provide Shelter Services at the Santa Maria Emergency Shelter; and

WHEREAS, COUNTY through its Community Services Department (hereinafter "COUNTY CSD") will oversee GRANTEE's performance and conduct the review, approval and payment of invoices.

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

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

"Administrative Costs" mean the costs associated with accounting for the use of funds under this Agreement, preparing reports for submission to COUNTY, similar costs related to administering funds under this Agreement, and staff salaries associated with these administrative costs.

“Agreement” means this legally binding contract entered into between COUNTY and GRANTEE.

“COUNTY” means the County of Santa Barbara, a political subdivision of the State of California.

“Eligible Costs” mean costs incurred during the performance of services pursuant to Exhibit A to this Agreement. Eligible Costs are restricted to Administrative Costs, Essential Services Costs, and Operating Costs.

“Essential Services Costs” mean costs incurred for the provision of, or referral to, services concerned with employment, health, education, family support services, substance abuse services, victim services, or mental health services.

“HOMELESS” is an individual or family who lacks a fixed, regular, and adequate nighttime residence; an individual or family who will imminently lose their primary nighttime residence; or any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

“Operating Costs” mean costs incurred by GRANTEE operating a facility in which Shelter Services are provided with respect to (A) the administration, maintenance, repair, and security of such a facility; and (B) utilities, fuels, furnishings, and equipment for such a facility.

“Program” means the provision of Shelter Services as set forth in the Statement of Work attached hereto and incorporated herein as Exhibit A to this Agreement. Any one of these activities constitutes a component of the overall Program funded under this Agreement.

“Shelter Services” mean those services provided by GRANTEE as set forth in Section 1 of GRANTEE’s Primary Responsibilities in Exhibit A to this Agreement.

2. CONTRACT ADMINISTRATION

COUNTY CSD, or its designee, shall have full authority to act for COUNTY in the administration of this Agreement on behalf of COUNTY.

3. SCOPE OF SERVICES

GRANTEE will perform all the services set forth in Exhibit A to this Agreement.

4. REPORTING

SUBRECIPIENT shall provide COUNTY with a quarterly bed-nights report and a Quarterly Status Report, for which a sample is attached hereto as Exhibit D, within thirty (30) days of the end of the quarter, setting forth its activities for the previous quarter.

5. TIME OF PERFORMANCE

This Agreement shall begin on the date executed by all parties to be effective as of July 1, 2016 and shall terminate on June 30, 2017, subject to the termination provisions contained herein.

6. COMPENSATION

A. COUNTY will pay GRANTEE, on a reimbursement and performance basis as set forth in Section 7 below, an amount of money not to exceed the sum of One Hundred Thirty Two Thousand Nine Hundred Sixty Six

Dollars (\$132,966), which payment shall constitute full and complete compensation for GRANTEE's services provided hereunder.

- B. GRANTEE will receive funding under this Agreement for the performance of services in accordance with Exhibit A to this Agreement and the following Eligible Costs as defined in Section 1:
 - i) Administrative Costs
 - ii) Essential Services Costs
 - iii) Operating Costs

Costs not associated with the performance of services pursuant to Exhibit A to this Agreement, such as fund raising and public relations, are not reimbursable under this Agreement.

- C. COUNTY assumes no responsibility to pay for costs not specifically set forth in Section 3 of this Agreement. Further, GRANTEE understands that COUNTY makes no commitment to fund the Program beyond the term of this Agreement.

7. METHOD OF PAYMENT

- A. GRANTEE shall receive reimbursement for Eligible Costs, subject to availability of funds for the Program and subject to all other provisions of this Agreement.
- B. Invoices shall be submitted to COUNTY within thirty (30) days of the end of the quarter in which Eligible Costs were incurred.
- C. GRANTEE shall submit an Expenditure Summary and Payment Request (ESPR), for which a sample is attached hereto as Exhibit E, making a claim to the County for the amount due under this Statement of Work. Invoices shall be in form and detail satisfactory to COUNTY. Invoices shall be accurate and complete in all respects and submitted in accordance with Section 7.B. If inaccurate or incomplete invoices are submitted to COUNTY, COUNTY may reject invoices and require GRANTEE to correct or clarify invoices until deemed acceptable by COUNTY. Quarterly performance measure reports, Exhibit D, shall accompany all requests for reimbursement pursuant to this Agreement, including for costs incurred prior to the execution of this Agreement.

8. DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to GRANTEE for reimbursement for Eligible Costs within thirty (30) days of GRANTEE's submission of a satisfactory invoice and performance report in accordance with Section 7.C. of this Agreement.

9. WITHHELD PAYMENTS

Payments to GRANTEE may be withheld by COUNTY if GRANTEE fails to comply with any of the provisions of this Agreement.

10. FISCAL ACCOUNTABILITY

- A. GRANTEE must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, GRANTEE must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

Checks, payrolls, or other accounting documents shall be clearly identified and readily made available to COUNTY. All accounting records and supportive documentation shall be made available to COUNTY at GRANTEE's main accounting office.

11. REVENUE DISCLOSURE REQUIREMENT

Upon request by COUNTY, GRANTEE shall file with COUNTY a written statement listing all revenues received, or expected to be received, by GRANTEE from federal, state, county, or city sources, or other governmental sources with respect to the Program which is the subject of this Agreement. Such statement shall reflect the dollar amount of funding provided, or to be provided, by each and every governmental agency for the Program, and the full name and address of each governmental agency providing such funding.

12. JOINT FUNDING

COUNTY shall not pay for any costs incurred by GRANTEE that has been or will be paid with other funds. If COUNTY determines that it has paid for any costs that have also been paid for with other funds, GRANTEE shall reimburse those funds to COUNTY.

13. INTEREST EARNED

No interest shall be earned on any funds deposited under this Agreement.

14. NOTICES

All notices under this Agreement shall be served in writing. Notices to GRANTEE under this Agreement shall be sent to GRANTEE's representative at the following address or such other address as GRANTEE designates in writing:

Sylvia Barnard, Executive Director
Good Samaritan Shelter
245 Inger Drive, Suite 103B
Santa Maria, CA 93455

Notices, reports and statements to COUNTY shall be delivered or sent to the Director of COUNTY CSD or his/her designee at the following address or such other address as COUNTY designates in writing:

Director
Santa Barbara County Community Services Department
123 E. Anapamu Street, Second Floor
Santa Barbara, CA 93101

15. INDEPENDENT CONTRACTOR

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability.

16. GRIEVANCE PROCEDURES

GRANTEE shall establish and implement a program for the resolution of any grievance or disagreement that a participant may have with another participant or with GRANTEE staff regarding services provided under this Agreement. GRANTEE shall maintain documentation of all such grievances. The documentation shall contain a description of the grievance and of the resolution or disposition of said grievance. Said documentation

shall be retained in a central dispute or grievance file, which shall be made available to COUNTY upon request.

17. SUBCONTRACTS

- A. All subcontracts under this Agreement must be approved by COUNTY CSD in writing including purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts that are paid with funds provided under this Agreement. All subcontracts entered into in the performance of this Agreement shall:
- i) Be in writing.
 - ii) Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement.
 - iii) Specifically prohibit assignment or transfer of interest without prior written approval by COUNTY CSD.
 - iv) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
 - v) Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.
- B. COUNTY CSD's approval of any subcontracts under this Agreement shall not be construed as compliance with Federal, State, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of any rights to challenge such subcontracts. COUNTY CSD's approval of any such subcontracts shall not imply that any costs incurred as part of such subcontracts are Eligible Costs. Further, COUNTY CSD's approval of any such subcontracts shall not bind or obligate COUNTY to the terms of any such subcontract, nor shall COUNTY CSD's approval of such subcontracts make COUNTY a promisor, guarantor, or surety of GRANTEE's performance of the terms of such subcontracts.
- C. Under no circumstances shall GRANTEE enter into subcontracts the compensation for which is on a cost plus percentage basis.
- D. Eligible Costs pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices, which comply with invoicing provisions of this Agreement, including but not limited to Section 7.

18. PROGRAM MONITORING

- A. COUNTY shall monitor GRANTEE's performance and may conduct Program evaluations, which may include but is not limited to a review of the effectiveness and impact of the Program and the internal systems such as reporting tools, tracking systems and techniques developed by GRANTEE to serve Homeless persons, at any time during the term of this Agreement. COUNTY shall provide written notice to GRANTEE for all visits at least fifteen (15) days prior to the scheduled visit, observe client confidentiality rules and shall have the right of unlimited access to all activities and facilities operated by GRANTEE under this Agreement.
- B. Facilities for the purpose of Subsection A above include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going Program functions. GRANTEE shall ensure the cooperation of its staff and board members in providing complete access to COUNTY.

- C. Monitoring visits will consist of announced visits focusing on the extent to which the proposed Program has been implemented, effectiveness of Program administration and management.

19. AUDITS AND INSPECTIONS

- A. COUNTY reserves the right to dispatch auditors of their choosing to any site where the Program is being conducted, controlled or advanced in any way. Said sites may include the home office, any branch office or other locations of GRANTEE if such site or the activities performed thereon have any relationship to the Program funded herein. COUNTY shall provide written notice to GRANTEE for all announced visits.
- B. GRANTEE shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of GRANTEE. GRANTEE's staff will cooperate fully with auditors when they conduct audits and examinations of GRANTEE's Program.
- C. At COUNTY's discretion, COUNTY may request at any time audits of GRANTEE's performance under this Agreement. This Section 19 survives the expiration and/or termination of this Agreement.

20. AUDIT FINDINGS

- A. GRANTEE agrees that in the event the Program established hereunder is audited by independent auditors, COUNTY, or appropriate federal, state, and local audit agencies, GRANTEE shall be solely responsible for the consequences of all audit finding(s) and complying with all required corrective actions. In the event that said findings have a fiscal impact on COUNTY, GRANTEE shall fully indemnify, defend, and hold harmless and pay COUNTY the full amount of COUNTY costs resulting from such finding(s).
- B. If any audit findings indicate misappropriation or misapplication of the funds under this Agreement COUNTY may require further or additional audits, and the costs of the audits shall be borne solely by GRANTEE and are not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by COUNTY.
- C. In the event that an audit raises questions regarding the eligibility of expenses that have been paid to GRANTEE under this Agreement, COUNTY shall notify and provide GRANTEE the opportunity to justify said expenditures prior to making a final determination of disallowed costs.
- D. Upon a final determination of disallowed costs, if any, GRANTEE agrees to repay all said costs to COUNTY within sixty (60) days after issuance of COUNTY's final determination.

21. RECORDS

- A. GRANTEE shall maintain records in accordance with requirements prescribed by this Agreement and by COUNTY, including with respect to all matters under this Agreement and under any subcontract. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them earlier is granted in writing by COUNTY and all agencies that may otherwise require the retention of such records. These records shall be made available to COUNTY for copying, audit, and inspection at any time during normal business hours.
- B. At such times and in such forms as COUNTY may require, GRANTEE shall furnish to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters covered by this Agreement and any subcontract.

22. INSURANCE
Insurance coverage as set forth in Exhibit C to this Agreement, and incorporated herein, must be in full force and effect during the term of this Agreement as set forth in Section 5 hereof.
23. INDEMNIFICATION
GRANTEE agrees to indemnify, defend and save harmless COUNTY as set forth in Exhibit C.
24. COMPLIANCE WITH LAWS AND REGULATIONS
All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations directives and guidelines as they pertain to the performance of this Agreement including but not limited to required licenses or permits. GRANTEE further assures and certifies that it shall comply with all applicable regulations and guidelines as they exist or may be amended.
25. ASSIGNMENT
This Agreement is not assignable by GRANTEE without the express written consent of COUNTY. Any attempt by GRANTEE to assign any performance of the terms of this Agreement without written consent of COUNTY shall be null and void and shall constitute a material breach of this Agreement.
26. LIMITATION OF CORPORATE ACTS
GRANTEE shall not move to dissolve, transfer any assets derived from funds provided herein or take any other steps which may materially affect the performance of this Agreement without first notifying COUNTY in writing. GRANTEE shall notify COUNTY within forty-eight (48) hours in writing of any change in GRANTEE's legal name.
27. CONFLICT OF INTEREST
GRANTEE covenants that GRANTEE presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. GRANTEE further covenants that in the performance of this Agreement, no person having any such interest shall be employed by GRANTEE.
28. DISCRIMINATION
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. This Agreement is subject to COUNTY's anti-discrimination ordinance set forth as Santa Barbara County Code Sections 2-94 through 2-98, all as may be amended, which is hereby incorporated by reference.
29. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES
GRANTEE shall make every effort to provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, GRANTEE shall make every effort to employ residents of the area in which this Program is located and shall keep a record of the positions that have been created directly as a result of this Program.
30. NEPOTISM
GRANTEE shall not hire nor permit the hiring of any person to fill a position funded in part or in whole through this Agreement if a member of that person's immediate family is employed in an administrative capacity by GRANTEE. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity"

means having selection, hiring, fiscal, supervisory or management responsibilities, including but not limited to serving on the governing body of GRANTEE.

31. RELIGIOUS AND POLITICAL ACTIVITIES

GRANTEE agrees that funds under this Agreement will be used exclusively for performance of the work required herein, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, GRANTEE agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

32. AMERICANS WITH DISABILITIES ACT

GRANTEE agrees to comply with the requirements of the Americans with Disabilities Act ("ADA") (42 U.S.C., § 12101 et seq.), and all implementing regulations, all as may be amended, and to ensure that the Program and facilities in which the Program is conducted are accessible to and usable by persons with disabilities. GRANTEE further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA. GRANTEE attests that it has adopted and is enforcing Certification Regarding Compliance with the Americans with Disabilities Act consistent with the form attached hereto as Exhibit B and incorporated herein by this reference.

33. CITIZEN PARTICIPATION

GRANTEE shall promptly provide all Program data necessary for COUNTY to provide reports to citizens regarding the subject matter of this Agreement. GRANTEE's representatives shall be available to respond to questions, receive recommendations, and attend meetings when so requested by the Director of COUNTY CSD or his/her designee.

34. PROGRAM CHANGES

In the event that GRANTEE wishes to make changes to the Program, written approval by COUNTY is required. GRANTEE shall request approval for all changes in writing to COUNTY.

35. AMENDMENTS

This Agreement, together with Exhibits A through E, embodies the whole of the agreement of the parties hereto. Any amendments or modifications to this Agreement must be in writing executed by both GRANTEE and COUNTY. No oral conversation between any employee, officer, or agent of the parties shall modify or be deemed to be a binding interpretation of any of the terms or conditions of this Agreement.

36. WAIVERS

- A. No waiver by COUNTY of a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.
- B. COUNTY's failure to discover or object to any unsatisfactory work or invoices prior to payments made under this Agreement will not constitute a waiver of COUNTY's right to require GRANTEE to correct such work or invoices or seek any other legal remedy.

37. BREACH

Subject to Section 41 of this Agreement, in the event either party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity including termination of this Agreement and

specific performance. Said rights and remedies are cumulative except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

38. DEFAULTS

Should GRANTEE fail to comply with the terms of this Agreement, COUNTY will provide written notice to GRANTEE identifying specific items of noncompliance. If GRANTEE fails to deliver within fifteen (15) days an acceptable written response and work plan to correct the default, COUNTY shall have the right to:

- i) Reduce funding;
- ii) Make changes in the scope of services of this Agreement;
- iii) Place GRANTEE on probation status; and/or
- iv) Suspend payments;

This Section shall not otherwise limit, restrict, or otherwise affect COUNTY's ability to terminate this Agreement.

39. TERMINATION

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party.
- B. COUNTY may immediately terminate this Agreement upon the termination of funding for the Program or if for any reason the timely completion of the work under this Agreement is rendered infeasible or impossible.
- C. This Agreement may also be terminated or suspended in COUNTY's sole discretion for actions and behavior by GRANTEE that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations.
- D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by GRANTEE under this Agreement shall comply with all Federal, State, and local laws, ordinances, regulations, directives and guidelines and be done in accordance with this Agreement.
- E. In the event that GRANTEE ceases or intends to cease to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) GRANTEE shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
- F. Upon satisfactory completion of all closeout activities, COUNTY shall determine the total amount of compensation that shall be paid to GRANTEE for any unreimbursed Eligible Costs incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to GRANTEE until such time as the exact amount of damages resulting from GRANTEE's breach is determined.
- H. Subsections D, E, F G, and H shall survive beyond the term expiring upon the date specified in Section 4 of this Agreement.

40. NOTICE OF TERMINATION
In the event that this Agreement is terminated prior to its expiration, GRANTEE shall immediately notify all of its employees and Program participants and shall notify in writing COUNTY and any parties subcontracted under this Agreement within five (5) working days after the termination of this Agreement.
41. EFFECT OF LEGAL JUDGMENT
Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.
42. CHOICE OF LAW GOVERNING THIS AGREEMENT
This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.
43. CONTRACT
This Agreement consists of this document and Exhibits A through E which together constitute the entire understanding and agreement of the parties.
44. AUTHORIZATION WARRANTY
GRANTEE represents and warrants that the signatories to this Agreement are fully authorized to obligate GRANTEE hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.
45. NO THIRD PARTY BENEFICIARIES
There are no third party beneficiaries to this Agreement.
46. COUNTERPARTS
This Agreement may be executed by the parties in counterparts, which counterparts shall be constructed together and have the same effect as if all the parties had entered the same instrument.

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: _____
PETER ADAM
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
GEORGE CHAPJIAN
Community Services Director

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Risk Manager

“GRANTEE”
Good Samaritan Shelter

By: _____
Sylvia Barnard, Executive Director

By: _____
Greg Burnett, President, Board of Directors

By: _____
Jack Boysen, Chief Financial Officer

EXHIBIT A

Statement of Work

Program Description

The Santa Maria Emergency Shelter is located at 401 West Morrison Avenue, Santa Maria, California and provides Shelter Services to Homeless persons.

GRANTEE's Primary Responsibilities

1. Provision of Shelter Services, including:
 - a. Provision of up to one hundred thirty (130) emergency shelter beds per night throughout the year, for a total of at least forty seven thousand four hundred fifty (47,450) bed-nights annually for use as emergency overnight shelter
 - b. Provision of, or referrals to, services as covered by Essential Services Costs defined in Section 1 of this Agreement
 - c. Operation of the facility in which Shelter Services are provided as covered by Operating Costs defined in Section 1 of this Agreement
 - d. Meal and snack service
 - e. Supervision and security

GRANTEE will establish shelter rules and maintain a safe environment for Homeless persons. GRANTEE may refuse shelter to Homeless persons who demonstrate inappropriate behavior or do not follow shelter rules.

2. Administration of the Program, including:
 - a. Accounting for the use of funds under this Agreement
 - b. Administering funds under this Agreement
 - c. Preparation of quarterly bed-nights reports and quarterly status reports for submission to COUNTY

Daily Hours of Operation

The shelter will open daily at 4:30 p.m. and close the following morning at 8:00 a.m.

EXHIBIT B

**Certification Regarding Compliance with the
Americans with Disabilities Act**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

GRANTEE is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C., §§ 12101 et seq. and its implementing regulations, all as may be amended.

GRANTEE will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services, activities and facilities in accordance with the provisions of the Americans with Disabilities Act.

GRANTEE will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

GRANTEE will require that the language 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 subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

GRANTEE: Good Samaritan Shelter

Authorized Representative: Sylvia Barnard, Executive Director

Signature

Date

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

GRANTEE 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. GRANTEE'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

GRANTEE 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

GRANTEE 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 GRANTEE, 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.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if GRANTEE 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.

If GRANTEE maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by GRANTEE. 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 GRANTEE 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 GRANTEE'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, GRANTEE'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 GRANTEE'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** – GRANTEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said GRANTEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. GRANTEE 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 COUNTY. COUNTY may require GRANTEE 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** – GRANTEE 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 the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the GRANTEE's obligation to provide them. GRANTEE 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** – GRANTEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and GRANTEE shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **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. GRANTEE 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.

Exhibit D

**GEN
FUND**

Quarterly Status Report
2016-2017

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Maria Schroeder, Housing Program Specialist by email to MSchroed@co.santa-barbara.ca.us or fax to (805) 560-1091.

<input type="checkbox"/> Quarter 1 July 1 – September 30	<input type="checkbox"/> Quarter 2 October 1 – December 31	<input type="checkbox"/> Quarter 3 January 1 – March 31	<input type="checkbox"/> Quarter 4 April 1 – June 30
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Agency <u>Good Samaritan Shelter</u>	Contact Person <u>Kirsten Cahoon</u>
Project <u>Santa Maria Emergency Shelter</u>	Phone Number <u>805-347-3338</u>
Contract# _____	Email Address <u>kcahoon@goodsamaritanshelter.org</u>

1. Narrative

Please provide an update on the overall status of your Emergency Shelter program. Describe the program’s impact in addressing homelessness in your geographic area and any successes you wish to highlight.

2. Accomplishments

Goals

	Goal	Quarter	Year-to-Date
Bed-nights provided	47,450		
Unduplicated number of persons served	700		
Unduplicated number of households served	300		

Performance Measures

	Goal (%)	Quarter			Year-to-Date		
		# of Participants	# Meeting Target	% Meeting Target	# of Participants	# Meeting Target	% Meeting Target
% of participants who moved into housing at project exit	50%						

	Goal (%)	Quarter			Year-to-Date		
		# of Participants	# Meeting Target	% Meeting Target	# of Participants	# Meeting Target	% Meeting Target
Family Reunification	10%						
Transitional Housing	15%						
Permanent Housing	50%						
Skilled nurse housing	2%						
Other	N/A						
% of housed participants who remain housed for 3 months	60%						
% of housed participants who remain housed for 6 months	60%						
% of participants who obtained/increased earned income at project exit	40%						
% of participants who obtained/increased cash/non-cash benefits at project exit	60%						

Please describe any challenges you have encountered while working toward completion of your goals.

3. Race & Ethnicity Data

	Quarter		Year-to-Date	
	Total	Hispanic or Latino ¹	Total	Hispanic or Latino ¹
White				
Black/African American				
Asian				
American Indian/Alaskan Native				

¹ Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other multi-racial				
Total				

4. Homeless Subpopulations

	Quarter	Year-to-Date
Veterans		
Victims of Domestic Violence		
Elderly		
HIV/AIDS		
Chronically Homeless		
Persons with Disabilities		
Severely Mentally Ill		
Chronic Substance Abuse		
Other Disability		
Total		

5. Households – All Programs

	Quarter	Year to Date
Total Number of Households		
Total Number of Persons in Households		
Number of children (under age 18)		
Number of young adults (ages 18-24)		
Number of adults (over age 24)		

6. Submission Certification

I certify that all information stated in and attached to this report is true and accurate.

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT E

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Shelter Operations General Fund Grant

County of Santa Barbara Community Services Department

2016 - 2017

Agency Name: Good Samaritan Shelter **DUNS #:** 023282457
Project Name: Santa Maria Shelter
Address: 401 W. Morrison Ave., Santa Maria CA 93456
Contact Person: Hector Giron **Title:** Director of Finance
Email Address: hgiron@goodsamaritanshelter.org **Phone #:** 805-623-5304 x2

Submit completed ESPR and required documentation to:
Staff Person: Maria Schroeder **Title:** Housing Program Specialist
Email Address: mschroed@co.santa-barbara.ca.us **Phone #:** 805-568-3524

ESPR Request #: _____
Date Submitted: _____
Report Period: Q1 (Jul - Sep)
 Q2 (Oct - Dec)
 Q3 (Jan - Mar)
 Q4 (Apr - Jun)
PO/Contract #: _____
HCD Project #: _____

Grant Budget and Expenditures

IDIS Activity ID	Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
	Shelter Operations	Shelter Services	\$ 132,966.00			\$ 132,966.00
		Administrative Costs				
		Essential Services Costs				
		Operating Costs				
TOTAL			\$ 132,966.00	\$ -	\$ -	\$ 132,966.00

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

Administrator / Executive Director

Name Title

Name Title

Signature Date

Signature Date

SHELTER OPERATIONS GENERAL FUND GRANT AGREEMENT

**BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER**

Family Shelter

THIS Agreement is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") and Family Shelter, a California not-for-profit public benefit corporation, (hereinafter "GRANTEE").

WITNESSETH THAT

WHEREAS, COUNTY provides funds to partially finance specific programs that provide Shelter Services (as defined in Section 1 below) to Homeless persons (as defined in Section 1 below) on a seven (7) days per week basis; and

WHEREAS, the Board of Supervisors approved General Funds funding on June 15, 2016 in the amount of \$345,000 for the operations of year-round homeless shelters for Fiscal Year 2016-2017; and

WHEREAS, the Board of Supervisors approved Outside Agency Request funding on June 15, 2016 in the amount of \$100,000 for the operations of year-round homeless shelters for Fiscal Year 2016-2017; and

WHEREAS, the Board of Supervisors finds that the Family Shelter is necessary to meet the social needs of the population of Santa Barbara County; and

WHEREAS, GRANTEE is one of the entities in Santa Barbara County that provides Shelter Services to homeless persons; and

WHEREAS, GRANTEE has experience, knowledge and skill to provide Shelter Services; and

WHEREAS, GRANTEE operates the Family Shelter; and

WHEREAS, COUNTY will provide \$48,793 to GRANTEE to provide Shelter Services at the Family Shelter; and

WHEREAS, COUNTY through its Community Services Department (hereinafter "COUNTY CSD") will oversee GRANTEE's performance and conduct the review, approval and payment of invoices.

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

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

"Administrative Costs" mean the costs associated with accounting for the use of funds under this Agreement, preparing reports for submission to COUNTY, similar costs related to administering funds under this Agreement, and staff salaries associated with these administrative costs.

“Agreement” means this legally binding contract entered into between COUNTY and GRANTEE.

“COUNTY” means the County of Santa Barbara, a political subdivision of the State of California.

“Eligible Costs” mean costs incurred during the performance of services pursuant to Exhibit A to this Agreement. Eligible Costs are restricted to Administrative Costs, Essential Services Costs, and Operating Costs.

“Essential Services Costs” mean costs incurred for the provision of, or referral to, services concerned with employment, health, education, family support services, substance abuse services, victim services, or mental health services.

“HOMELESS” is an individual or family who lacks a fixed, regular, and adequate nighttime residence; an individual or family who will imminently lose their primary nighttime residence; or any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

“Operating Costs” mean costs incurred by GRANTEE operating a facility in which Shelter Services are provided with respect to (A) the administration, maintenance, repair, and security of such a facility; and (B) utilities, fuels, furnishings, and equipment for such a facility.

“Program” means the provision of Shelter Services as set forth in the Statement of Work attached hereto and incorporated herein as Exhibit A to this Agreement. Any one of these activities constitutes a component of the overall Program funded under this Agreement.

“Shelter Services” mean those services provided by GRANTEE as set forth in Section 1 of GRANTEE’s Primary Responsibilities in Exhibit A to this Agreement.

2. CONTRACT ADMINISTRATION

COUNTY CSD, or its designee, shall have full authority to act for COUNTY in the administration of this Agreement on behalf of COUNTY.

3. SCOPE OF SERVICES

GRANTEE will perform all the services set forth in Exhibit A to this Agreement.

4. REPORTING

SUBRECIPIENT shall provide COUNTY with a quarterly bed-nights report and a Quarterly Status Report, for which a sample is attached hereto as Exhibit D, within thirty (30) days of the end of the quarter, setting forth its activities for the previous quarter.

5. TIME OF PERFORMANCE

This Agreement shall begin on the date executed by all parties to be effective as of July 1, 2016 and shall terminate on June 30, 2017, subject to the termination provisions contained herein.

6. COMPENSATION

- A. COUNTY will pay GRANTEE, on a reimbursement and performance basis as set forth in Section 7 below, an amount of money not to exceed the sum of Forty Eight Thousand Seven Hundred Ninety Three Dollars (\$48,793), which payment shall constitute full and complete compensation for GRANTEE's services provided hereunder.
- B. GRANTEE will receive funding under this Agreement for the performance of services in accordance with Exhibit A to this Agreement and the following Eligible Costs as defined in Section 1:
 - i) Administrative Costs
 - ii) Essential Services Costs
 - iii) Operating Costs

Costs not associated with the performance of services pursuant to Exhibit A to this Agreement, such as fund raising and public relations, are not reimbursable under this Agreement.

- C. COUNTY assumes no responsibility to pay for costs not specifically set forth in Section 3 of this Agreement. Further, GRANTEE understands that COUNTY makes no commitment to fund the Program beyond the term of this Agreement.

7. METHOD OF PAYMENT

- A. GRANTEE shall receive reimbursement for Eligible Costs, subject to availability of funds for the Program and subject to all other provisions of this Agreement.
- B. Invoices shall be submitted to COUNTY within thirty (30) days of the end of the quarter in which Eligible Costs were incurred.
- C. GRANTEE shall submit an Expenditure Summary and Payment Request (ESPR), for which a sample is attached hereto as Exhibit E, making a claim to the County for the amount due under this Statement of Work. Invoices shall be in form and detail satisfactory to COUNTY. Invoices shall be accurate and complete in all respects and submitted in accordance with Section 7.B. If inaccurate or incomplete invoices are submitted to COUNTY, COUNTY may reject invoices and require GRANTEE to correct or clarify invoices until deemed acceptable by COUNTY. Quarterly performance measure reports, Exhibit D, shall accompany all requests for reimbursement pursuant to this Agreement, including for costs incurred prior to the execution of this Agreement.

8. DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to GRANTEE for reimbursement for Eligible Costs within thirty (30) days of GRANTEE's submission of a satisfactory invoice and performance report in accordance with Section 7.C. of this Agreement.

9. WITHHELD PAYMENTS

Payments to GRANTEE may be withheld by COUNTY if GRANTEE fails to comply with any of the provisions of this Agreement.

10. FISCAL ACCOUNTABILITY

- A. GRANTEE must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, GRANTEE must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

B. Checks, payrolls, or other accounting documents shall be clearly identified and readily made available to COUNTY. All accounting records and supportive documentation shall be made available to COUNTY at GRANTEE's main accounting office.

11. REVENUE DISCLOSURE REQUIREMENT

Upon request by COUNTY, GRANTEE shall file with COUNTY a written statement listing all revenues received, or expected to be received, by GRANTEE from federal, state, county, or city sources, or other governmental sources with respect to the Program which is the subject of this Agreement. Such statement shall reflect the dollar amount of funding provided, or to be provided, by each and every governmental agency for the Program, and the full name and address of each governmental agency providing such funding.

12. JOINT FUNDING

COUNTY shall not pay for any costs incurred by GRANTEE that has been or will be paid with other funds. If COUNTY determines that it has paid for any costs that have also been paid for with other funds, GRANTEE shall reimburse those funds to COUNTY.

13. INTEREST EARNED

No interest shall be earned on any funds deposited under this Agreement.

14. NOTICES

All notices under this Agreement shall be served in writing. Notices to GRANTEE under this Agreement shall be sent to GRANTEE's representative at the following address or such other address as GRANTEE designates in writing:

Sylvia Barnard, Executive Director
Good Samaritan Shelter
245 Inger Drive, Suite 103B
Santa Maria, CA 93455

Notices, reports and statements to COUNTY shall be delivered or sent to the Director of COUNTY CSD or his/her designee at the following address or such other address as COUNTY designates in writing:

Director
Santa Barbara County Community Services Department
123 E. Anapamu Street, Second Floor
Santa Barbara, CA 93101

15. INDEPENDENT CONTRACTOR

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability.

16. GRIEVANCE PROCEDURES

GRANTEE shall establish and implement a program for the resolution of any grievance or disagreement that a participant may have with another participant or with GRANTEE staff regarding services provided under this Agreement. GRANTEE shall maintain documentation of all such grievances. The documentation shall contain a description of the grievance and of the resolution or disposition of said grievance. Said documentation

shall be retained in a central dispute or grievance file, which shall be made available to COUNTY upon request.

17. SUBCONTRACTS

- A. All subcontracts under this Agreement must be approved by COUNTY CSD in writing including purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts that are paid with funds provided under this Agreement. All subcontracts entered into in the performance of this Agreement shall:
- i) Be in writing.
 - ii) Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement.
 - iii) Specifically prohibit assignment or transfer of interest without prior written approval by COUNTY CSD.
 - iv) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
 - v) Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.
- B. COUNTY CSD's approval of any subcontracts under this Agreement shall not be construed as compliance with Federal, State, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of any rights to challenge such subcontracts. COUNTY CSD's approval of any such subcontracts shall not imply that any costs incurred as part of such subcontracts are Eligible Costs. Further, COUNTY CSD's approval of any such subcontracts shall not bind or obligate COUNTY to the terms of any such subcontract, nor shall COUNTY CSD's approval of such subcontracts make COUNTY a promisor, guarantor, or surety of GRANTEE's performance of the terms of such subcontracts.
- C. Under no circumstances shall GRANTEE enter into subcontracts the compensation for which is on a cost plus percentage basis.
- D. Eligible Costs pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices, which comply with invoicing provisions of this Agreement, including but not limited to Section 7.

18. PROGRAM MONITORING

- A. COUNTY shall monitor GRANTEE's performance and may conduct Program evaluations, which may include but is not limited to a review of the effectiveness and impact of the Program and the internal systems such as reporting tools, tracking systems and techniques developed by GRANTEE to serve Homeless persons, at any time during the term of this Agreement. COUNTY shall provide written notice to GRANTEE for all visits at least fifteen (15) days prior to the scheduled visit, observe client confidentiality rules and shall have the right of unlimited access to all activities and facilities operated by GRANTEE under this Agreement.
- B. Facilities for the purpose of Subsection A above include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going Program functions. GRANTEE shall ensure the cooperation of its staff and board members in providing complete access to COUNTY.

- C. Monitoring visits will consist of announced visits focusing on the extent to which the proposed Program has been implemented, effectiveness of Program administration and management.

19. AUDITS AND INSPECTIONS

- A. COUNTY reserves the right to dispatch auditors of their choosing to any site where the Program is being conducted, controlled or advanced in any way. Said sites may include the home office, any branch office or other locations of GRANTEE if such site or the activities performed thereon have any relationship to the Program funded herein. COUNTY shall provide written notice to GRANTEE for all announced visits.
- B. GRANTEE shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of GRANTEE. GRANTEE's staff will cooperate fully with auditors when they conduct audits and examinations of GRANTEE's Program.
- C. At COUNTY's discretion, COUNTY may request at any time audits of GRANTEE's performance under this Agreement. This Section 19 survives the expiration and/or termination of this Agreement.

20. AUDIT FINDINGS

- A. GRANTEE agrees that in the event the Program established hereunder is audited by independent auditors, COUNTY, or appropriate federal, state, and local audit agencies, GRANTEE shall be solely responsible for the consequences of all audit finding(s) and complying with all required corrective actions. In the event that said findings have a fiscal impact on COUNTY, GRANTEE shall fully indemnify, defend, and hold harmless and pay COUNTY the full amount of COUNTY costs resulting from such finding(s).
- B. If any audit findings indicate misappropriation or misapplication of the funds under this Agreement COUNTY may require further or additional audits, and the costs of the audits shall be borne solely by GRANTEE and are not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by COUNTY.
- C. In the event that an audit raises questions regarding the eligibility of expenses that have been paid to GRANTEE under this Agreement, COUNTY shall notify and provide GRANTEE the opportunity to justify said expenditures prior to making a final determination of disallowed costs.
- D. Upon a final determination of disallowed costs, if any, GRANTEE agrees to repay all said costs to COUNTY within sixty (60) days after issuance of COUNTY's final determination.

21. RECORDS

- A. GRANTEE shall maintain records in accordance with requirements prescribed by this Agreement and by COUNTY, including with respect to all matters under this Agreement and under any subcontract. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them earlier is granted in writing by COUNTY and all agencies that may otherwise require the retention of such records. These records shall be made available to COUNTY for copying, audit, and inspection at any time during normal business hours.
- B. At such times and in such forms as COUNTY may require, GRANTEE shall furnish to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters covered by this Agreement and any subcontract.

22. INSURANCE
Insurance coverage as set forth in Exhibit C to this Agreement, and incorporated herein, must be in full force and effect during the term of this Agreement as set forth in Section 5 hereof.
23. INDEMNIFICATION
GRANTEE agrees to indemnify, defend and save harmless COUNTY as set forth in Exhibit C.
24. COMPLIANCE WITH LAWS AND REGULATIONS
All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations directives and guidelines as they pertain to the performance of this Agreement including but not limited to required licenses or permits. GRANTEE further assures and certifies that it shall comply with all applicable regulations and guidelines as they exist or may be amended.
25. ASSIGNMENT
This Agreement is not assignable by GRANTEE without the express written consent of COUNTY. Any attempt by GRANTEE to assign any performance of the terms of this Agreement without written consent of COUNTY shall be null and void and shall constitute a material breach of this Agreement.
26. LIMITATION OF CORPORATE ACTS
GRANTEE shall not move to dissolve, transfer any assets derived from funds provided herein or take any other steps which may materially affect the performance of this Agreement without first notifying COUNTY in writing. GRANTEE shall notify COUNTY within forty-eight (48) hours in writing of any change in GRANTEE's legal name.
27. CONFLICT OF INTEREST
GRANTEE covenants that GRANTEE presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. GRANTEE further covenants that in the performance of this Agreement, no person having any such interest shall be employed by GRANTEE.
28. DISCRIMINATION
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. This Agreement is subject to COUNTY's anti-discrimination ordinance set forth as Santa Barbara County Code Sections 2-94 through 2-98, all as may be amended, which is hereby incorporated by reference.
29. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES
GRANTEE shall make every effort to provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, GRANTEE shall make every effort to employ residents of the area in which this Program is located and shall keep a record of the positions that have been created directly as a result of this Program.
30. NEPOTISM
GRANTEE shall not hire nor permit the hiring of any person to fill a position funded in part or in whole through this Agreement if a member of that person's immediate family is employed in an administrative capacity by GRANTEE. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity"

means having selection, hiring, fiscal, supervisory or management responsibilities, including but not limited to serving on the governing body of GRANTEE.

31. RELIGIOUS AND POLITICAL ACTIVITIES

GRANTEE agrees that funds under this Agreement will be used exclusively for performance of the work required herein, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, GRANTEE agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

32. AMERICANS WITH DISABILITIES ACT

GRANTEE agrees to comply with the requirements of the Americans with Disabilities Act ("ADA") (42 U.S.C., § 12101 et seq.), and all implementing regulations, all as may be amended, and to ensure that the Program and facilities in which the Program is conducted are accessible to and usable by persons with disabilities. GRANTEE further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA. GRANTEE attests that it has adopted and is enforcing Certification Regarding Compliance with the Americans with Disabilities Act consistent with the form attached hereto as Exhibit B and incorporated herein by this reference.

33. CITIZEN PARTICIPATION

GRANTEE shall promptly provide all Program data necessary for COUNTY to provide reports to citizens regarding the subject matter of this Agreement. GRANTEE's representatives shall be available to respond to questions, receive recommendations, and attend meetings when so requested by the Director of COUNTY CSD or his/her designee.

34. PROGRAM CHANGES

In the event that GRANTEE wishes to make changes to the Program, written approval by COUNTY is required. GRANTEE shall request approval for all changes in writing to COUNTY.

35. AMENDMENTS

This Agreement, together with Exhibits A through E, embodies the whole of the agreement of the parties hereto. Any amendments or modifications to this Agreement must be in writing executed by both GRANTEE and COUNTY. No oral conversation between any employee, officer, or agent of the parties shall modify or be deemed to be a binding interpretation of any of the terms or conditions of this Agreement.

36. WAIVERS

- A. No waiver by COUNTY of a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.
- B. COUNTY's failure to discover or object to any unsatisfactory work or invoices prior to payments made under this Agreement will not constitute a waiver of COUNTY's right to require GRANTEE to correct such work or invoices or seek any other legal remedy.

37. BREACH

Subject to Section 41 of this Agreement, in the event either party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity including termination of this Agreement and

specific performance. Said rights and remedies are cumulative except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

38. DEFAULTS

Should GRANTEE fail to comply with the terms of this Agreement, COUNTY will provide written notice to GRANTEE identifying specific items of noncompliance. If GRANTEE fails to deliver within fifteen (15) days an acceptable written response and work plan to correct the default, COUNTY shall have the right to:

- i) Reduce funding;
- ii) Make changes in the scope of services of this Agreement;
- iii) Place GRANTEE on probation status; and/or
- iv) Suspend payments;

This Section shall not otherwise limit, restrict, or otherwise affect COUNTY's ability to terminate this Agreement.

39. TERMINATION

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party.
- B. COUNTY may immediately terminate this Agreement upon the termination of funding for the Program or if for any reason the timely completion of the work under this Agreement is rendered infeasible or impossible.
- C. This Agreement may also be terminated or suspended in COUNTY's sole discretion for actions and behavior by GRANTEE that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations.
- D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by GRANTEE under this Agreement shall comply with all Federal, State, and local laws, ordinances, regulations, directives and guidelines and be done in accordance with this Agreement.
- E. In the event that GRANTEE ceases or intends to cease to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) GRANTEE shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
- F. Upon satisfactory completion of all closeout activities, COUNTY shall determine the total amount of compensation that shall be paid to GRANTEE for any unreimbursed Eligible Costs incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to GRANTEE until such time as the exact amount of damages resulting from GRANTEE's breach is determined.
- H. Subsections D, E, F G, and H shall survive beyond the term expiring upon the date specified in Section 4 of this Agreement.

40. NOTICE OF TERMINATION
In the event that this Agreement is terminated prior to its expiration, GRANTEE shall immediately notify all of its employees and Program participants and shall notify in writing COUNTY and any parties subcontracted under this Agreement within five (5) working days after the termination of this Agreement.
41. EFFECT OF LEGAL JUDGMENT
Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.
42. CHOICE OF LAW GOVERNING THIS AGREEMENT
This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.
43. CONTRACT
This Agreement consists of this document and Exhibits A through E which together constitute the entire understanding and agreement of the parties.
44. AUTHORIZATION WARRANTY
GRANTEE represents and warrants that the signatories to this Agreement are fully authorized to obligate GRANTEE hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.
45. NO THIRD PARTY BENEFICIARIES
There are no third party beneficiaries to this Agreement.
46. COUNTERPARTS
This Agreement may be executed by the parties in counterparts, which counterparts shall be constructed together and have the same effect as if all the parties had entered the same instrument.

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: _____
PETER ADAM
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
GEORGE CHAPJIAN
Community Services Director

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Risk Manager

“GRANTEE”
Good Samaritan Shelter

By: _____
Sylvia Barnard, Executive Director

By: _____
Greg Burnett, President, Board of Directors

By: _____
Jack Boysen, Chief Financial Officer

EXHIBIT A

Statement of Work

Program Description

The Family Shelter is located at 401-A West Morrison Avenue, Santa Maria, California and provides Shelter Services to Homeless families.

GRANTEE's Primary Responsibilities

1. Provision of Shelter Services, including:
 - a. Provision of up to fifty two (52) family emergency shelter beds per night throughout the year, for a total of at least Eighteen Thousand Nine Hundred Eighty (18,980) bed-nights annually for use as family emergency overnight shelter
 - b. Provision of, or referrals to, services as covered by Essential Services Costs defined in Section 1 of this Agreement
 - c. Operation of the facility in which Shelter Services are provided as covered by Operating Costs defined in Section 1 of this Agreement
 - d. Meal and snack service
 - e. Supervision and security

GRANTEE will establish shelter rules and maintain a safe environment for Homeless persons. GRANTEE may refuse shelter to Homeless persons who demonstrate inappropriate behavior or do not follow shelter rules.

2. Administration of the Program, including:
 - a. Accounting for the use of funds under this Agreement
 - b. Administering funds under this Agreement
 - c. Preparation of quarterly bed-nights reports and quarterly status reports for submission to COUNTY

Daily Hours of Operation

The shelter operates every day of the year and is open 24 hours a day.

EXHIBIT B

**Certification Regarding Compliance with the
Americans with Disabilities Act**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

GRANTEE is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C., §§ 12101 et seq. and its implementing regulations, all as may be amended.

GRANTEE will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services, activities and facilities in accordance with the provisions of the Americans with Disabilities Act.

GRANTEE will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

GRANTEE will require that the language 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 subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

GRANTEE: Good Samaritan Shelter

Authorized Representative: Sylvia Barnard, Executive Director

Signature

Date

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

GRANTEE 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. GRANTEE'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

GRANTEE 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

GRANTEE 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 GRANTEE, 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.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if GRANTEE 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.

If GRANTEE maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by GRANTEE. 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 GRANTEE 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 GRANTEE’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, GRANTEE’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 GRANTEE’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** – GRANTEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said GRANTEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. GRANTEE 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 COUNTY. COUNTY may require GRANTEE 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** – GRANTEE 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 the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the GRANTEE’s obligation to provide them. GRANTEE 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** – GRANTEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and GRANTEE shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **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. GRANTEE 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.

Exhibit D

**GEN
FUND**

Quarterly Status Report
2016-2017

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Maria Schroeder, Housing Program Specialist by email to MSchroed@co.santa-barbara.ca.us or fax to (805) 560-1091.

<input type="checkbox"/> Quarter 1 July 1 – September 30	<input type="checkbox"/> Quarter 2 October 1 – December 31	<input type="checkbox"/> Quarter 3 January 1 – March 31	<input type="checkbox"/> Quarter 4 April 1 – June 30
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Agency <u>Good Samaritan Shelter</u>	Contact Person <u>Kirsten Cahoon</u>
Project <u>Family Shelter</u>	Phone Number <u>805-347-3338</u>
Contract# _____	Email Address <u>kcahoon@goodsamaritanshelter.org</u>

1. Narrative

Please provide an update on the overall status of your Emergency Shelter program. Describe the program’s impact in addressing homelessness in your geographic area and any successes you wish to highlight.

2. Accomplishments

Goals

	Goal	Quarter	Year-to-Date
Bed-nights provided	18,980		
Unduplicated number of persons served	70		
Unduplicated number of households served	30		

Performance Measures

	Goal (%)	Quarter			Year-to-Date		
		# of Participants	# Meeting Target	% Meeting Target	# of Participants	# Meeting Target	% Meeting Target
% of participants who moved into housing at project exit	75%						

	Goal (%)	Quarter			Year-to-Date		
		# of Participants	# Meeting Target	% Meeting Target	# of Participants	# Meeting Target	% Meeting Target
Family Reunification	10%						
Transitional Housing	5%						
Permanent Housing	75%						
Skilled nurse housing	0%						
Other	N/A						
% of housed participants who remain housed for 3 months	60%						
% of housed participants who remain housed for 6 months	60%						
% of participants who obtained/increased earned income at project exit	40%						
% of participants who obtained/increased cash/non-cash benefits at project exit	60%						

Please describe any challenges you have encountered while working toward completion of your goals.

3. Race & Ethnicity Data

	Quarter		Year-to-Date	
	Total	Hispanic or Latino ¹	Total	Hispanic or Latino ¹
White				
Black/African American				
Asian				
American Indian/Alaskan Native				

¹ Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other multi-racial				
Total				

4. Homeless Subpopulations

	Quarter	Year-to-Date
Veterans		
Victims of Domestic Violence		
Elderly		
HIV/AIDS		
Chronically Homeless		
Persons with Disabilities		
Severely Mentally Ill		
Chronic Substance Abuse		
Other Disability		
Total		

5. Households – All Programs

	Quarter	Year to Date
Total Number of Households		
Total Number of Persons in Households		
Number of children (under age 18)		
Number of young adults (ages 18-24)		
Number of adults (over age 24)		

6. Submission Certification

I certify that all information stated in and attached to this report is true and accurate.

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT E

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Shelter Operations General Fund Grant
County of Santa Barbara Community Services Department

2016 - 2017

Agency Name: Good Samaritan Shelter **DUNS #:** 023282457
Project Name: Family Shelter
Address: 401-A West Morrison Ave, Santa Maria CA 93458
Contact Person: Hector Giron **Title:** Director of Finance
Email Address: hgiron@goodsamaritanshelter.org **Phone #:** 805-623-5304 x2

ESPR Request #: _____
Date Submitted: _____
Report Period: Q1 (Jul - Sep)
 Q2 (Oct - Dec)
 Q3 (Jan - Mar)
 Q4 (Apr - Jun)

Submit completed ESPR and required documentation to:

Staff Person: Maria Schroeder **Title:** Housing Program Specialist
Email Address: mschroed@co.santa-barbara.ca.us **Phone #:** 805-568-3524

PO/Contract #: _____
HCD Project #: _____

Grant Budget and Expenditures

IDIS Activity ID	Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
	Shelter Operations	Shelter Services	\$ 48,793.00			\$ 48,793.00
		Administrative Costs				
		Essential Services Costs				
		Operating Costs				
TOTAL			\$ 48,793.00	\$ -	\$ -	\$ 48,793.00

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

Administrator / Executive Director

Name Title

Name Title

Signature Date

Signature Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance License # 0D04053 P.O. Box 61010 Santa Barbara, CA 93160	(805) 965-0071	CONTACT NAME: Leanna Merritt CIC, CISR PHONE (A/C, No, Ext): (805) 690-2638 E-MAIL ADDRESS: lmerritt@bbofcal.com	FAX (A/C, No): (805) 690-2738
INSURED Good Samaritan Shelter Inc. P.O. Box 5908 Santa Maria, CA 93456		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR/ INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	NCPKG0375600	9/18/2015	9/18/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Santa Barbara is included as Additional Insured under the General Liability per the attached form 00 GL0295 00 02 09.
Re: 220 S. First St., Orcutt, Ca. 93455

CERTIFICATE HOLDER

County of Santa Barbara
Housing and Community Development
123 E. Anapamu Street, 2nd Floor
Santa Barbara, CA 93101-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the "Company" providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverage's, consult the policy contract wording.

- A) Medical Payment – Limit increased to \$20,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings increased to \$1,000 each day
- C) Damage to Premises Rented to You – Fire, Lightning, Explosion, Smoke and Leaks from Fire Protective Sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised, videotaped, or internet-based publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Funding sources
- M) Added Blanket Additional Insured - Managers or lessors of premises
- N) Additional Insured – By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events and Fund Raising Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Waiver of Immunity
- T) Violation of Rights of Residents Coverage (Patient's Rights)
- U) Liquor Liability Exception to Exclusion
- V) Employee Criminal Defense Coverage - \$25,000 limit

A) MEDICAL PAYMENTS

If Medical Payments Coverage (Coverage C) is not otherwise excluded from this Coverage Part:

- 1) The Medical Expense Limit is increased, subject to all the terms of Limits of Insurance (Section III) to \$20,000
- 2) The requirement in the Insuring Agreement of Coverage C, that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."

B) SUPPLEMENTARY PAYMENTS

Coverage A. and B. provisions:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000.
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

C) DAMAGE TO PREMISES RENTED TO YOU

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" and the words "fire insurance" are changed to "fire, lightning, explosion, smoke, or leakage from fire protective sprinklers" where it appears in:

- 1) The last paragraph of Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, subsection 2. Exclusions;
- 2) Section III – Limits Of Insurance, paragraph 6.;
- 3) Section V – Definitions, paragraph 9.a.
- 4) Section IV – Commercial General Liability Conditions, subsection 4. Other Insurance, paragraph b. Excess Insurance

The Damage to Premises Rented to You Limit section of the Declarations is amended to \$1,000,000.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective sprinklers or any combination thereof.

D) WHO IS AN INSURED

Paragraph 2. of **Section II – Who Is An Insured** is deleted and replaced by the following:

2. Each of the following is also an insured: but only while working within the scope of their duties for the insured:
 - a.
 - (i) "Employees";
 - (ii) "Volunteer Workers";
 - (iii) Independent Contractors

However, no "employees", "volunteer workers" or independent contractors are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,
 - (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Medical directors and administrators, including professional persons, are also insureds;
 - c. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds;
 - d. If you are a limited liability company your members are insureds, but only with respect to their duties related to the conduct of your business;
 - e. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;

- f. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- g. Any state or political subdivision subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

- h. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;
- i. Your members but only with respect to their liability for your activities or activities they perform on your behalf;
- j. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;
- k. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

Insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including but not limited to:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisors, inspection, or engineering services.

Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

Paragraph **3a.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:
- (1) Effective on the acquisition or formation date; and
 - (2) Afforded only until the end of the policy period.

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

1) As respects any loss reporting requirements under this policy, it is understood and agreed that knowledge of an "occurrence" by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, employee or any other person.

2) Your failure to give first report of an "occurrence" to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "occurrence" to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED, VIDEOTAPED, OR INTERNET-BASED PUBLICATION

- 1) The definition of "Personal and Advertising Injury" item 14. is changed to read:
"Personal and Advertising Injury" means injury arising out of one or more of the following offenses:
 - d) Oral, written, televised, videotaped, or internet-based publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 - e) Oral, written, televised, videotaped, or internet-based publication of material that violates a person's right of privacy;
 - f) Misappropriation of advertising ideas or style of doing business; or
 - g) Infringement of copyright, title, or slogan.

- 2) Exclusions b. and c. of Coverage B., Personal and Advertising Injury Liability, are changed to read:
 - a) (2) Arising out of oral, written, televised, videotaped, or internet-based publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - b) (3) Arising out of oral, written, televised, videotaped, or internet-based publication of material whose first publication took place before the beginning of the policy period.

G) BODILY INJURY – MENTAL ANGUISH

The definition of "bodily injury" is changed to read:

"Bodily Injury":

- a) Bodily injury, sickness, or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b) Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

I) LIBERALIZATION

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverage(s) as of the date the revision is effective in your state.

J) EXTENDED "PROPERTY DAMAGE"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions a. is deleted and replaced by the following:

- 1) Expected or Intended Injury;
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K) PREMISES SOLD OR ABANDONED BY YOU

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions, Exclusion j. is amended as follows:

Paragraph (2) is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

L) ADDITIONAL INSURED – FUNDING SOURCE

Under SECTION II – WHO IS AN INSURED the following is added:

- 2) Any person or organization with respect to their liability arising out of:
 - a) Their financial control of you; or
 - b) Premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

Under SECTION II – WHO IS AN INSURED the following is added:

- 1.f. Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b) Structural alteration, new construction, or demolition operations performed by or on behalf of that person or organization.

N) ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
 - a) currently in effect or becoming effective during the term of this policy; and
 - b) executed prior to the "bodily injury," "property damage," "personal and advertising injury".
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
 - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
 - a) This insurance does not apply to "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.
 - b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – LIMITS OF INSURANCE, is amended as follows:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
 - c. Damages under Coverage B.

A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V - DEFINITIONS is amended by adding the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

P) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS

- 1) This insurance applies to your legal liability for "bodily injury," "property damage," and "personal and advertising injury" arising out of all your managed, operated or sponsored special events WITH THE FOLLOWING EXCEPTIONS:
 - a) Events involving aircraft
 - b) Events involving automobile or motorcycle races or rallies
 - c) Events involving fireworks
 - d) Events involving firearms
 - e) Events involving live animals, excluding domestic pets
 - f) Carnivals and fairs with mechanical rides
 - g) Any event lasting more than three (3) days (including otherwise acceptable events)
 - h) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Coverage may be provided by endorsement issued by us and made part of this Coverage Part, and subject to an additional premium charge.

Q) NON-OWNED WATERCRAFT

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2. Exclusions, paragraph g.(2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - a) Less than 65 feet long, and
 - b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

R) WAIVER OF SUBROGATION

We will waive our right of subrogation in the event of a loss. We must be advised in writing, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets our underwriting criteria regarding such waivers, we will waive our right. However, we reserve the right to charge additional premium or to limit the terms and conditions of such waiver.

S) WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

T) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

- 1) The following is added to SECTION 1 – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE – paragraph 1. Insuring Agreement:
“Bodily Injury” damages arising out of the violation of “Rights of Residents,” shall be deemed an “occurrence.”
- 2) As respects the coverage provided in paragraph A.1. of this endorsement, the following exclusions are added to SECTION I – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE – 2. Exclusions:
This insurance does not apply to:
 - a) Liability arising out of the willful or intentional violation of “Rights of Residents.”
 - b) Fines or penalties assessed by a court or regulatory authority.
 - c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of residents.
- 3) As respects the violation of “Rights of Residents” Coverage, the following definition is added to SECTION V - DEFINITIONS:
 24. “Rights of Residents” means:
 - a. Any right granted to a resident under any state law regulating your business as a health care facility.
 - b. The “Rights of Residents” as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

U. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SPECIAL EVENTS OR FUNDRAISING EVENTS

SECTION 1. COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions c. is amended by adding the following subparagraph:

This exclusion does not apply to “bodily injury” or “property damage” arising out of the selling, serving or furnishing of alcoholic beverages at any special events or fundraising events related to the insured’s business.

V. EMPLOYEE CRIMINAL DEFENSE COVERAGE

Under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, the following is added:

3. We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The alleged criminal act must arise out of the “employee’s” work performed on your behalf.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the number of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:



GOODSAM-01

MELE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance License # 0D04053 P.O. Box 61010 Santa Barbara, CA 93160	(805) 965-0071	CONTACT NAME: Leanna Merritt CIC, CISR PHONE (A/C, No, Ext): (805) 690-2638 E-MAIL ADDRESS: lmeritt@bbofcal.com	FAX (A/C, No): (805) 690-2738
INSURED Good Samaritan Shelter Inc. P.O. Box 5908 Santa Maria, CA 93456		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	NCPKG0375600	9/18/2015	9/18/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Santa Barbara is included as Additional Insured under the General Liability per the attached form 00 GL0295 00 02 09.
Re: 220 S. First St., Orcutt, Ca. 93455

CERTIFICATE HOLDER

CANCELLATION

County of Santa Barbara Housing and Community Development 123 E. Anapamu Street, 2nd Floor Santa Barbara, CA 93101-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

GOODSAM-01

HUKE

DATE (MM/DD/YYYY)

6/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance License # 0D04053 P.O. Box 61010 Santa Barbara, CA 93160-1010	(805) 965-0071	CONTACT NAME: Leanna Merritt CIC, CISR
		PHONE (A/C, No, Ext): (805) 690-2638
		FAX (A/C, No): (805) 690-2738
		E-MAIL ADDRESS: lmerritt@bbofcal.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Star Insurance Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED Good Samaritan Shelter Inc.
P.O. Box 5908
Santa Maria, CA 93456

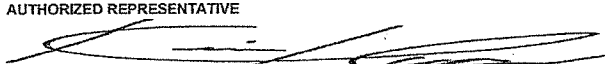
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCMSTR5012034	6/15/2016	6/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of insurance

CERTIFICATE HOLDER County of Santa Barbara Attn: Miriam Moreno Housing and Community Development 123 E. Anapamu Street, 2nd Floor Santa Barbara, CA 93101-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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