

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Warming Center and Cooling Response Programs

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Good Samaritan Shelter with an address at 245 Inger Drive, Suite 103B Santa Maria, CA 93455(hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Miriam Moreno at phone number (805) 568-2479 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Sylvia Barnard at phone number (805) 346-2139 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY:

George Chapjian, Director
Santa Barbara County Community Services Department
123 E. Anapamu Street, 2nd Floor, Suite 202
Santa Barbara, CA 93101
gchapjian@countyofsb.org
(805) 568-2467

To CONTRACTOR:

Sylvia Barnard, Executive Director
Good Samaritan Shelter
245 Inger Drive, Suite 103B
Santa Maria, CA 93455
goodsamshelter@gmail.com
(805) 346-2139

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall

be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A-1 and EXHIBIT A-2 attached hereto and incorporated herein by reference.

4. TERM

This Agreement shall commence on the date of execution by COUNTY to be effective as of 7/1/2022 and shall end 6/30/2023, unless otherwise directed by COUNTY or unless earlier terminated by either party in accordance with Section 19 of this Agreement. The Director of the County Community Services Department or Designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY to renew this Agreement annually, for up to two additional one-year terms. Renewal is subject to: A) continued appropriation of funds in COUNTY's annual budget; and, B) determination, at COUNTY's sole discretion, of CONTRACTOR's satisfactory performance.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B-1 and EXHIBIT B-2 attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B-1 and EXHIBIT B-2. Unless otherwise specified on EXHIBIT B-1 and EXHIBIT B-2, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to

COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute

and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

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

notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY. CONTRACTOR shall certify its compliance with the federal Americans with Disabilities Act as set forth in Exhibit D attached hereto and incorporated herein by reference.

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. SUSPENSION FOR CONVENIENCE

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

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Good Samaritan Shelter**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Joan Hartmann, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Community Services Department
George Chapjian

CONTRACTOR:

Good Samaritan Shelter

DocuSigned by:
George Chapjian
By: _____
89FB8FFFE9E4F2...
Director

DocuSigned by:
Tom Jenkins
By: _____
28B100C77A7A437...
Authorized Representative

Name: Tom Jenkins
Title: Board President

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
Mike Munoz
By: _____
6251CC884E8B41F...
Deputy County Counsel

DocuSigned by:
C. Edith
By: _____
A99ED6BD71D04FB...
Deputy

APPROVED AS TO FORM:

Risk Management

DocuSigned by:
Gregory Milligan
By: _____
DC249AC1E04247D...
Risk Management

EXHIBIT A-1

Warming Centers Statement of Work

A. Program Description

CONTRACTOR shall operate Warming Centers for the homeless population of Santa Barbara County. At the Warming Centers, CONTRACTOR shall provide basic shelter from inclement weather for individuals who do not have alternative options. The Primary services CONTRACTOR shall provide include program oversight, staffing/supervision, transportation, and supplies as needed.

CONTRACTOR, shall work with the entities listed in Section G below to open Warming Centers in Santa Barbara, Carpinteria, Santa Maria, and Lompoc when the conditions described in Section C below are met.

B. Program Term

The Warming Center contract term is July 1, 2022 – June 30, 2023 and includes the operational period when weather conditions in Section C below are likely to occur, usually November 15, 2022 - March 31, 2023 (“ACTIVATION SEASON”). Throughout the contract term, CONTRACTOR shall perform fundraising and other administrative and operational tasks in support of Warming Centers. During the ACTIVATION SEASON, CONTRACTOR shall operate the Warming Centers based on the conditions specified in Section C below.

C. Conditions

CONTRACTOR shall open Warming Centers in one or more of the locations identified in Section G below when any one of the following conditions occurs in that location/those locations during the ACTIVATION SEASON:

- 1) An overnight temperature of 35 degrees or less is predicted; or
- 2) There is a greater than 50% chance of rain predicted.

D. Primary Responsibilities

CONTRACTOR shall be responsible for the following:

- 1) Compliance with all applicable Federal, State, and local laws, ordinances, regulations, directives, and guidelines as they pertain to the performance of this contract;
- 2) Hiring and supervision of Warming Center staff;
- 3) Procurement of sites, materials, and supplies required to operate the Warming Centers;
- 4) Collection and maintenance of data regarding the number of duplicated and unduplicated shelter guests for each Warming Center and reporting of data to COUNTY using the Quarterly Status Report, Exhibit A-1-1, attached hereto and incorporated herein by reference;
- 5) Collection of name and age of individuals served and reporting to COUNTY with each reimbursement request, which shall include sign-in sheets. CONTRACTOR shall use the Homeless Management Information System for data collection.
- 6) Property maintenance of shelter space used as Warming Centers;
- 7) Meal and snack service

- 8) Establishment and enforcement of Warming center rules, daily set-up and take-down, supervision and security; and
- 9) Training and implementation of protocols for infectious disease provided by the Center for Disease Control;
- 10) Maintenance of a safe environment for homeless persons. Warming Center staff may refuse shelter at the Warming Center to anyone who demonstrates inappropriate behavior or who does not follow Warming Center rules; and
- 11) Management of any and all Warming Center subcontracts with other agencies or individuals to perform services under this Agreement.

E. Daily Hours of Operation

When a Warming Center is opened per the conditions outlined in Section C above, the Warming Center shall be open overnight for twelve (12) hours, generally from 6:00 p.m. to 6:00 a.m.; provided, however, that depending on daylight and weather conditions, Warming Center staff may change the opening and closing hours as needed to best serve the needs of the users of the Warming Center. The opening and closing hours shall be clearly stated in every notification regarding operation of each Warming Center.

F. Notification

When a Warming Center is scheduled to open, CONTRACTOR shall send information about the opening to COUNTY via e-mail to the following individuals:

Dinah Lockhart
Deputy Director
Community Services Department
dlockhart@co.santa-barbara.ca.us

Kimberlee Albers
Homeless Assistance Program
Manager
Community Services Department
kalbers@co.santa-barbara.ca.us

CONTRACTOR shall send the notification prior to the opening as soon as it is determined the Warming Center will open, and the notice shall include the following information: the location of the warming center, the dates and times of scheduled opening, who to contact about the warming center, and any other pertinent information.

If there are any concerns or issues that arise regarding the Warming Centers, the following individuals shall act as liaisons:

CONTRACTOR
Sylvia Barnard
Executive Director
Good Samaritan Shelter
goodsamshelter@gmail.com
(805) 347-3338

G. **Warming Center Locations**

CONTRACTOR shall use locations for Warming Centers in the Cities of Santa Barbara, Carpinteria, Lompoc, and Santa Maria. CONTRACTOR may use any of the following pre-approved sites for the FY 22-23 season. If CONTRACTOR seeks to use a site that is not identified below, CONTRACTOR shall obtain COUNTY'S written approval prior to using such a site.

Santa Maria Salvation Army
200 W. Cook St.
Santa Maria, CA 93458

Carpinteria Community Church
1111 Vallecito Rd.
Carpinteria, CA 93013

City of Carpinteria Veteran Memorial Hall
941 Walnut Ave.
Carpinteria, CA

Unitarian Society of Santa Barbara
1535 Santa Barbara St.
Santa Barbara, CA 93101

First Congregational Church
2101 State St.
Santa Barbara, CA 93101

First Presbyterian Church
21 E. Constance St.
Santa Barbara, CA 93105

First United Methodist Church Santa Barbara
305 E. Anapamu St.
Santa Barbara, CA 93101

Trinity Episcopal Church Santa Barbara
1500 State St.
Santa Barbara, CA 93101

Peace Lutheran
1000 W
Lompoc, CA

City of Santa Maria
203 E. Cook St
Santa Maria, CA 93454

Overflow Location

First Congregational Church
2101 State St.
Santa Barbara, CA 93101

Exhibit A-1-1 – Warming Centers

**GEN
FUND**

Quarterly Status Report
2022-2023

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Miriam Moreno, Housing Program Specialist by email to mmoreno@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 Good Samaritan Shelter

Contact Person Alexis Nshamamba

Project Warming Center

Phone Number 805-346-8185 x203

Contract #

Email Address anshamamba@goodsamaritanshelter.org

1. Days Activated and Number of Clients Served

Please add rows as needed

Warming Center Name and Location	Total Number of Days Activated	Total Number of Persons Served
Total		

2. Households and Persons Served

Total Unduplicated Number of Households Served	
Total Unduplicated Number of Persons in Households Served	

3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
Bridgehouse Shelter		
RACE		
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		
Totals in 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)		
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6. Narrative

Please provide an overall update on the Warming Centers. Please describe any challenges faced during the contract term.

7. Submission Certification

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

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT A-2

Cooling Response Program Statement of Work

A. Program Description

CONTRACTOR shall operate a Cooling Response Program for the homeless population of Santa Barbara County. Through the Cooling Response Program, CONTRACTOR shall provide basic services to provide shelter from extreme heat weather for individuals who do not have alternative options. The primary services CONTRACTOR shall provide include additional outreach to homeless unsheltered persons, response activities, program oversight, staffing/supervision, transportation, and supplies as needed.

B. Program Term

The Cooling Response Program contract term is July 1, 2022 – June 30, 2023. The Cooling Response Program operational period will generally occur between July 1, 2022 – November 14, 2022, with flexibility to allow for activation outside this period (“ACTIVATION SEASON”). Throughout the contract term, CONTRACTOR shall perform fundraising and other administrative and operational tasks in support of the Cooling Response Program. During the ACTIVATION SEASON, CONTRACTOR shall operate the Cooling Response Program based on the conditions specified in Section C below.

C. Conditions

CONTRACTOR shall activate the Cooling Response Program in one or more of the locations identified in Section G below when any one of the following conditions occurs in that location/those locations during the ACTIVATION SEASON:

- 1) Notification by County Office of Emergency Management (OEM) of an Excessive Heat Warning, Excessive Heat Watch, or Heat Advisory as forecast by the local National Weather Service Office; or
- 2) Notification by the County Public Health Department of heat-related weather conditions that pose a threat to health and safety of unsheltered community residents.

D. Primary Responsibilities

CONTRACTOR shall be responsible for the following:

- 1) Compliance with all applicable Federal, State, and local laws, ordinances, regulations, directives, and guidelines as they pertain to the performance of this contract;
- 2) Procurement of sites, materials, and supplies required to operate the Cooling Response Program;
- 3) Collection and maintenance of data regarding the number of duplicated and unduplicated clients receiving Cooling Response Program services and reporting of data to COUNTY using the Quarterly Status Report Exhibit A-2-1, attached hereto and incorporated herein by reference;
- 4) Collection of name and age of individuals served and reporting to COUNTY with each reimbursement request. CONTRACTOR shall use the Homeless Management Information System for data collection.
- 5) Promote Cooling Response Program measures to foster a safe environment for homeless persons.
- 6) Management of any and all Cooling Response Program subcontracts with other agencies or individuals to perform services under this Agreement.

Cooling Response Program activities shall occur when there is a heat safety warning issued by the County’s Office of Emergency Management (OEM) from the National Weather Service. Cooling Response activities may be adjusted as needed to best serve the needs of unsheltered homeless clients needing Cooling Response Program services. CONTRACTOR shall clearly state the availability of Cooling Response activities in every notification regarding Cooling Response Program activation.

E. Notification

When a Cooling Response Program activation is scheduled to occur, CONTRACTOR shall send information about the activation to COUNTY via e-mail to the following individuals:

Dinah Lockhart
Deputy Director
Community Services Department
dlockhart@co.santa-barbara.ca.us

Kimberlee Albers
Homeless Assistance Program
Manager
Community Services Department
kalbers@co.santa-barbara.ca.us

CONTRACTOR shall send the notification prior to the activation if at all possible, as soon as it is determined Cooling Response activation will occur, and the notice shall include the following information: the general location of Cooling Response activities, the dates and times, who to contact about Cooling Response activities, and any other pertinent information.

If there are any concerns or issues that arise regarding the Cooling Response Program, the following individuals shall act as liaisons:

CONTRACTOR
Sylvia Barnard
Executive Director
Good Samaritan Shelter
goodsamshelter@gmail.com
(805) 347-3338

Exhibit A-2-1 – Cooling Response Program

**GEN
FUND**

Quarterly Status Report
2022-2023

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Miriam Moreno, Housing Program Specialist by email to mmoreno@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 Good Samaritan Shelter

Contact Person Brian Halterman

Project Cooling Response Program

Phone Number 805-717-1710

Contract # _____

Email Address bhalterman@goodsamaritanshelter.org

8. Days Activated and Number of Clients Served

Please add rows as needed

Cooling Response Program Location and Date	Total Number of Days Activated	Total Number of Persons Served
Total		

9. Households and Persons Served

Total Unduplicated Number of Households Served	
Total Unduplicated Number of Persons in Households Served	

10.Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
Bridgehouse Shelter		
RACE		
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		
Totals in RACE		

11.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		

12.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)		

13.Narrative

Please provide an overall update on the Cooling Response Program. Please describe any challenges faced during the contract term.

14.Submission Certification

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

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT B-1

Warming Center Program

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under Exhibit A-1 of this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$80,000.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A-1** as determined by COUNTY.
- C. Quarterly CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified using the Expenditure Summary and Payment Request (ESPR) form shown as Exhibit B-1-1. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Exhibit B-1-1

Exhibit B-1
EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)
 General Fund Contributions
 County of Santa Barbara Community Services Department

2022-2023

Agency Name: Good Samaritan Shelters DUNS #: _____
 Project Name: Warming Center Program and Cooling Response Program
 Address: 245 Inger Drive, suite 103B, Santa Maria, CA 93455
 Contact Person: Hector Giron Title: Chief Financial Officer
 Email Address: hector@goodsamaritanshelter.org Phone #: 805-623-5304

Submit completed ESPR and required documentation to:
 Staff Person: Miriam Moreno Title: Housing Program Specialist
 Email Address: mmoreno@countycfsb.org Phone #: 805-568-2479

Grant Budget and Expenditures

Program	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Warming Center Program	Staff Salaries	\$ 54,366.00		\$ -	\$ -
	Client Services, Direct Assistance, and Indirect Costs-10%(57,273)	\$ 25,634.00		\$ -	\$ -
	TOTAL	\$ 80,000.00	\$ -	\$ -	\$ -
Cooling Response Program	Staff Salaries	\$ 32,527.00		\$ -	\$ -
	Client Services, Direct Assistance, and Indirect Costs-10%(4,545)	\$ 17,473.00		\$ -	\$ -
TOTAL		\$ 50,000.00	\$ -	\$ -	\$ -
		\$ 130,000.00			

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 _____

EXHIBIT B-2

Cooling Response Program

PAYMENT ARRANGEMENTS

Periodic Compensation

- E. For CONTRACTOR services to be rendered under Exhibit A-2 of this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$50,000.
- F. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A-2** as determined by COUNTY.
- G. Quarterly CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified using the Expenditure Summary and Payment Request (ESPR) form shown as Exhibit B-2-1. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Exhibit B-2-1

Exhibit B-2
EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)
 General Fund Contributions
 County of Santa Barbara Community Services Department

2022-2023

Agency Name: Good Samaritan Shelters DUNS #: _____
 Project Name: Warming Center Program and Cooling Response Program
 Address: 245 Inger Drive, suite 103B, Santa Maria, CA 93455
 Contact Person: Hector Giron Title: Chief Financial Officer
 Email Address: hgiron@goodsamaritianshelter.org Phone #: 805-623-5304

ESPR Request #: _____
 Date Submitted: _____
 PO/Contract #: _____

Submit completed ESPR and required documentation to:
 Staff Person: Miriam Moreno Title: Housing Program Specialist
 Email Address: mmoreno@countyoofsb.org Phone #: 805-568-2479

Grant Budget and Expenditures

Program	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Warming Center Program	Staff Salaries	\$ 54,366.00	\$ -	\$ -	\$ -
	Client Services, Direct Assistance, and Indirect Costs-10%(\$7,273)	\$ 25,634.00	\$ -	\$ -	\$ -
	TOTAL	\$ 80,000.00	\$ -	\$ -	\$ -
Cooling Response Program	Staff Salaries	\$ 32,527.00	\$ -	\$ -	\$ -
	Client Services, Direct Assistance, and Indirect Costs-10%(\$4,545)	\$ 17,473.00	\$ -	\$ -	\$ -
TOTAL		\$ 50,000.00	\$ -	\$ -	\$ -
		\$ 130,000.00			

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 _____

EXHIBIT C

Indemnification and Insurance Requirements (For All Contracts with Good Samaritan)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader

coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers' compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, CONTRACTOR, or any other person, firm or corporation, under the terms of any workers' compensation policy of insurance. Each party shall have its Workers' Compensation policy endorsed with a waiver of subrogation in favor of the other party for all work performed by the either party, its officers, directors, employees and agents. **Each party shall provide the other party with the required insurance endorsement that amends the workers' compensation insurance policy.**
5. As respects all workers' compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and CONTRACTOR, each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims.

6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **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".
8. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **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.
10. **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.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. **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.

EXHIBIT D

**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