

WARMING CENTERS GENERAL FUND SERVICE AGREEMENT

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

Freedom Warming Centers

This Warming Centers General Fund Service Agreement ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Good Samaritan Shelter, a California nonprofit public benefit corporation ("CONTRACTOR" or "Good Samaritan").

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 16, 2023, in the amount of \$487,500 for the operations of year-round homeless shelters for Fiscal Year 2023-2024; and

WHEREAS, the Board of Supervisors finds that the services provided by Good Samaritan's Freedom Warming Centers 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, COUNTY will provide \$130,000 to CONTRACTOR to act as fiscal agent for the operation of Warming Centers for the homeless population of Santa Barbara County; and

WHEREAS, The Warming Centers shall provide basic shelter from inclement weather for individuals who do not have alternative options; and

WHEREAS, The Warming Centers' primary services include program oversight, staffing/supervision, transportation, and supplies as needed; and

WHEREAS, CONTRACTOR, as the fiscal agent, will work with partner churches listed below to open Warming Centers in Santa Barbara, Carpinteria, Santa Maria, and Lompoc when the conditions described in Section C of Exhibit A are met.

WHEREAS, COUNTY, through its Community Services Department ("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 hereto agree as follows:

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, Exhibits hereto, 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 by and between COUNTY and CONTRACTOR.

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

“Eligible Costs” mean costs incurred by CONTRACTOR during the performance of Services in accordance with Exhibit A, attached hereto and incorporated herein by reference. 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” means any of the following: (i) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (ii) an individual or family who will imminently lose their primary nighttime residence; or (iii) 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 in operating a facility in which Shelter Services are provided with respect to (i) the administration, maintenance, repair, and security of such a facility; and (ii) 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 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 (“Services”).

4. REPORTING

CONTRACTOR shall provide COUNTY with a Quarterly Status Report, in the form attached hereto as Exhibit D and incorporated herein by reference, within thirty (30) days of the end of each quarter during the Term, setting forth CONTRACTOR's activities hereunder for the immediately preceding quarter.

5. TIME OF PERFORMANCE

The term of this Agreement shall begin on the first date on which this Agreement is duly executed by all parties hereto ("Effective Date"), and shall terminate on June 30, 2024, 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 not to exceed the sum of One Hundred Thirty Thousand Dollars (\$130,000), payment of which shall constitute full and complete compensation for CONTRACTOR's services provided hereunder.
- B. CONTRACTOR may receive funding under this Agreement in the form of reimbursements for costs incurred by CONTRACTOR in the performance of Services in accordance with Exhibit A and the following Eligible Costs:
 - 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 Exhibit A to 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 to the COUNTY, and subject to all other provisions of this Agreement.
- B. CONTRACTOR shall submit to COUNTY invoices reflecting Eligible Costs actually incurred by CONTRACTOR ("Invoices"), along with duly completed Quarterly Status Reports and supporting documentation, within thirty (30) days of the end of the quarter in which such Eligible Costs were incurred by CONTRACTOR.
- C. CONTRACTOR shall submit an Expenditure Summary and Payment Request ("ESPR"), in the form attached hereto as Exhibit E and incorporated herein by reference, in connection with each Invoice and request for reimbursement from the County for Eligible Costs hereunder. 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, below. If inaccurate or incomplete Invoices are submitted to COUNTY, COUNTY may reject such Invoices and require CONTRACTOR to correct or clarify such Invoices until deemed acceptable by COUNTY. CONTRACTOR shall submit to COUNTY a Quarterly Status Report concurrently with each request for reimbursement hereunder, which may include 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 ESPR, Invoice, and Quarterly 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 during the Term.

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. 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 reimburse CONTRACTOR 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 ("Ineligible Costs"), CONTRACTOR shall reimburse to COUNTY the full amount of all such funds paid for Ineligible Costs.

13. INTEREST EARNED

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

14. NOTICES

All notices under this Agreement shall be delivered 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 may designate in writing in accordance with this Section 14 from time to time during the Term:

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 designee, at the following address, or such other address as COUNTY may designate in writing in accordance with this Section 14 from time to time during the Term :

George Chapjian, Director
Santa Barbara County Community Services Department
123 E. Anapamu Street, 2nd Floor, Suite 202
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 hereto shall not be deemed or construed to be the agents or employees of the other party hereto 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, including a description of each grievance and of the resolution or disposition of such grievance, which documentation shall be retained in a central dispute or grievance file maintained by CONTRACTOR, and 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 connection with 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 subcontract shall not imply that any costs incurred in connection with such subcontract are Eligible Costs. Further, COUNTY CSD's approval of any such subcontract shall not bind or obligate COUNTY to the terms of such subcontract, nor shall COUNTY CSD's approval of any such subcontract make COUNTY a promisor, guarantor, or surety of CONTRACTOR's performance of the terms of such subcontract.

- C. Under no circumstances shall CONTRACTOR enter into a subcontract providing for compensation 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 such costs, 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 are 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 each visit at least fifteen (15) days prior to such 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 18.A, above, include all files, records, and other documents in connection with, or related to the performance of, this Agreement. Activities include attendance at staff meetings, board of directors meetings, advisory committee meetings, 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 COUNTY's choosing to any site where the Program is being conducted, controlled, or advanced in any way, including, but not limited to, the principal office, any branch office, or other locations of CONTRACTOR if such site or the activities performed thereon have any relationship to the Program. COUNTY shall provide written notice to CONTRACTOR for all such visits at least fifteen (15) days prior to such 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 with respect to such audits and examinations of CONTRACTOR's Program.
- C. COUNTY may request, at any time and in COUNTY's discretion, audits of CONTRACTOR's performance under this Agreement. This Section 19 shall survive the expiration and/or termination of this Agreement.

20. AUDIT FINDINGS

- A. CONTRACTOR agrees that in the event the Program is audited by independent auditors, COUNTY, federal, state, or any other local audit agencies or governmental entities, CONTRACTOR shall be solely responsible for the consequences of all audit finding(s) and complying with all required corrective actions. In the event that such audit 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 all such audits shall be borne solely by CONTRACTOR and are not reimbursable hereunder.
- C. In the event that an audit raises questions regarding the eligibility of costs that have been reimbursed hereunder, COUNTY shall notify and provide CONTRACTOR the opportunity to demonstrate the eligibility of such costs prior to making a final determination of disallowed costs.
- D. Upon a final determination of disallowed costs, if any, CONTRACTOR shall repay to COUNTY the full amount of all such disallowed costs within sixty (60) days after issuance of COUNTY's final determination of disallowed costs with respect to such disallowed costs.

21. RECORDS

- A. CONTRACTOR shall maintain records in connection with this Agreement in accordance with requirements set forth in this Agreement and otherwise by COUNTY, including, but not limited to, with respect to all subcontracts. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained by CONTRACTOR 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 other agencies that may otherwise require the retention of such records. Such 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 in connection with this Agreement and any subcontract.

22. INSURANCE

CONTRACTOR certifies and warrants that CONTRACTOR is, and shall at all times during the Term remain, in compliance with the insurance requirements set forth in Exhibit C, attached hereto and incorporated herein by reference.

23. INDEMNIFICATION

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

24. COMPLIANCE WITH LAWS AND REGULATIONS

CONTRACTOR shall at all times during the Term comply with all applicable Federal, State, and local laws, ordinances, and regulations (collectively, "Applicable Law"), and all directives and guidelines pertaining to the performance of this Agreement, including, but not limited to, maintaining all licenses and permits required by Applicable Law. CONTRACTOR further assures and certifies that it shall comply with all applicable regulations and guidelines as they exist or may be amended.

25. ASSIGNMENT

CONTRACTOR shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer"), this Agreement or any of CONTRACTOR's rights or obligations hereunder, without the express prior written consent of COUNTY in each instance. Any attempted or purported Transfer by CONTRACTOR in violation of the first sentence of this Section 25 shall be null and void, and shall constitute a material breach of this Agreement.

26. LIMITATION OF CORPORATE ACTS

CONTRACTOR shall not take any steps to dissolve, transfer any assets derived from funds provided hereunder, or take any other steps which may materially affect the performance of this Agreement without first notifying COUNTY in writing. CONTRACTOR shall notify COUNTY in writing within forty-eight (48) hours 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 or otherwise engaged 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 with respect to the subject matter hereof. No amendment or modification to this Agreement shall be effective unless 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 this Agreement 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, or fails to correct such default to COUNTY's satisfaction with the timeframe specified by COUNTY in such notice of noncompliance, 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 38 shall not otherwise limit, restrict, or otherwise affect COUNTY's ability to terminate this Agreement.

39. TERMINATION

- A. This Agreement may be terminated with or without cause at any time by either party hereto upon giving thirty (30) day notice in writing to the other party.
- B. COUNTY may immediately terminate this Agreement, in COUNTY's discretion, upon the termination or reduction of funding available to the COUNTY for the Program, or if for any reason the timely completion of the Services 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 the expiration or termination 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 attached hereto, which together constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof.

44. AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatories to this Agreement are duly authorized to bind CONTRACTOR hereunder, and that all corporate acts necessary for the effective 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 executed the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
DAS WILLIAMS
Chair, Board of Supervisors

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

DocuSigned by:
Robert Geis
By: _____
Deputy Auditor-Controller

DocuSigned by:
George Chapjian
By: _____
GEORGE CHAPJIAN
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
Mike Munoz
By: _____
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

DocuSigned by:
Gregory Milligan
By: _____
Risk Manager

“CONTRACTOR”
GOOD SAMARITAN SHELTER

DocuSigned by:
Sylvia Barnard
By: FB90BAA97CA34C1...
Sylvia Barnard, Executive Director

EXHIBIT A

Statement of Work

A. Program Description

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

CONTRACTOR, as fiscal agent, will work with partner churches listed below to open Warming Centers in Santa Barbara, Carpinteria, Santa Maria, and Lompoc when the conditions described in Section C are met.

B. Program Term

The Warming Center contract term is July 1, 2023 – June 30, 2024. The Warming Center operational period is November 15, 2023 - March 31, 2024 (“ACTIVATION SEASON”). Throughout the contract term, CONTRACTOR will perform fundraising and other administrative and operational tasks in support of Warming Centers. During the ACTIVATION SEASON, CONTRACTOR will operate the Warming Centers based on the conditions specified in Section C below.

C. Conditions

Warming Centers will be opened in one or more of the locations identified in Section G 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 according to Exhibit A, attached;
- 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 according to Exhibit D, attached;
- 5) Collect name and age of individuals served and provide to COUNTY with each reimbursement request. Scan and include sign in sheets. The County strongly encourages the use of the Homeless Management Information System for data collection.
- 6) Property maintenance of shelter space used as Warming Centers;
- 7) Establishment and enforcement of Warming center rules, daily set-up and take-down, supervision and security; and
- 8) Train and implement protocols for homeless shelters for infectious disease provided by the

- Center for Disease Control; and
- 9) 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.
 - 10) Management of any and all Warming Center subcontracts with other agencies or individuals to perform services under this contract.

E. Daily Hours of Operation

When a Warming Center is opened per the conditions outlined in Section C, 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, information about the opening will be sent to COUNTY via e-mail to the following individuals:

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

The notification shall be sent prior to the opening as soon as it is determined the Warming Center will open and should include the following information: the location of the warming center, the dates and times of scheduled opening, whom 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 will act as liaisons:

CONTRACTOR

Sylvia Barnard
Executive Director
Good Samaritan Shelter
sbarnard@goodsamaritanshelter.org

G. **Warming Center Locations**

While Freedom Warming Centers is still securing 23-24 season locations, these sites were used during season 22-23:

Santa Maria Salvation Army
200 W. Cook St.
Santa Maria, CA 93458
(805) 349-2421

Carpinteria Community Church
1111 Vallecito Rd.
Carpinteria, CA 93013
(805) 684-2211

City of Carpinteria Veteran Memorial Hall
941 Walnut Ave.
Carpinteria, CA
(805) 684-5405

Unitarian Society of Santa Barbara
1535 Santa Barbara St.
Santa Barbara, CA 93101
(805) 965-4583

First Congregational Church
2101 State St.
Santa Barbara, CA 93101
(805) 682-7146

First Presbyterian Church
21 E. Constance St.
Santa Barbara, CA 93105
(805) 687-0754

First United Methodist Church Santa Barbara
305 E. Anapamu St.
Santa Barbara, CA 93101
(805) 963-3579

Trinity Episcopal Church Santa Barbara
1500 State St.
Santa Barbara, CA 93101
(805) 965-7419

Peace Lutheran
1000 West Ocean Ave.
Lompoc CA 93436

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

Overflow Locations

First Congregational Church
2101 State St.
Santa Barbara, CA 93101
(805) 682-7146

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 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 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.

2. Households and Persons Served

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

3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
Warming Centers and Cooling Response		
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)		

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 E

Exhibit B

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

General Fund Contributions

County of Santa Barbara Community Services Department

2023-2024

Agency Name: Good Samaritan Shelter DUNS #: 023282457
 Project Name: Warming Centers
 Address: _____
 Contact Person: Hector Giron Title: Chief Financial Officer
 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: Miriam Moreno Title: Housing Program Specialist
 Email Address: mmoreno@co.santa-barbara.ca.us Phone #: 805-568-2479

PO/Contract #: _____
 HCD Project #: _____

Grant Budget and Expenditures

Program	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Warming Centers	Staff Salaries	\$ 130,000.00		\$ -	\$ 130,000.00
TOTAL		\$ 130,000.00	\$ -	\$ -	\$ 130,000.00

Check this box if this is the final payment.

Certification

I certify to the best of my knowledge and belief that this report is true and complete and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

 Name Title

 Signature Date

Administrator / Executive Director

 Name Title

 Signature Date

Exhibit B: Expenditure Summary and Payment Request

Initials _____