

Attachment A

Memorandum of Agreement

By and between
Good Samaritan Shelter
and the
County of Santa Barbara

This Memorandum of Agreement (“MOA”) is made by and between Good Samaritan Shelter (“GSS”), a California nonprofit public benefit corporation, and the County of Santa Barbara (“County” and, together with GSS, collectively, the “Parties”) for purposes of GSS submitting to the California Department of State Hospitals (“DSH”) an application and proposal for Incompetent to Stand Trial Diversion and Community Based Restoration funding (“DSH-IST Funding”).

WHEREAS, the County seeks to address the needs of individuals deemed Incompetent to Stand Trial (“IST”) within its jurisdiction; and

WHEREAS, GSS has expertise to support diversion efforts for individuals deemed IST; and

WHEREAS, DSH has made DSH-IST Funding available to community-based organizations to develop infrastructure for diversion of individuals deemed IST from DSH facilities; and

WHEREAS, in order for DSH-IST Funding to be available to community-based organizations, a memorandum of agreement with a county is a requirement of the application.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. The purpose of this MOA is to memorialize an intention for the County to provide technical assistance to, and negotiate and enter into a contract with, GSS for GSS’ provision of services for a DSH IST Diversion Infrastructure Project (“Project”), subject to GSS securing DSH-IST Funding and real property for such a Project, as set forth in greater detail below.
2. GSS represents and warrants that it shall use best efforts to accomplish all of the following, and acknowledges that the County entering into a Contract (defined below) with GSS with respect to the Project is contingent upon GSS accomplishment of all of the following conditions:
 - a) Secure real property for the Project site.
 - b) Submit a County-approved Project application to DSH for DSH-IST Funding for the Project.
 - c) Securing and entering into an agreement with DSH for DSH-IST Funding for the Project.
3. Subject to GSS accomplishing all of the conditions set forth in Section 2, above, GSS and County shall negotiate entering into a contract (“Contract”) pursuant to which GSS shall:
 - a) Provide expertise and secure resources to support DSH-approved and County-approved diversion efforts for individuals deemed IST, in accordance with DSH-IST Funding requirements and all applicable laws and regulations.
 - b) Implement DSH-approved diversion programs and services in collaboration with the County and DSH in accordance with DSH-IST Funding requirements and all applicable laws and regulations.

- c) Provide the County and DSH with access to relevant data and information necessary for the success of the Project and in accordance with DSH-IST Funding requirements and all applicable laws and regulations.
- 4. This MOA shall be effective as of the first date duly executed by all of the Parties (“Effective Date”), and shall remain in effect until June 30, 2028, unless earlier terminated in accordance with the provisions of this MOA. Either of the Parties may terminate this MOA upon 30-days’ written notice to the other party hereto.
- 5. Any amendments to this MOA must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have entered into this MOA, to be effective as of the Effective Date.

COUNTY
COUNTY OF SANTA BARBARA

By: _____
[Name, Title]
County Executive Office

Date: _____

GOOD SAMARITAN SHELTER

By: _____
Sylvia Barnard,
Executive Director

Date: _____