

SANTA BARBARA COUNTY BOARD AGENDA LETTER



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

Agenda Number:
Prepared on: 10/27/2003
Department Name: Board of Supervisors
Department No.: 011
Agenda Date: 11/4/2003
Placement: Departmental
Estimate Time: 30 minutes
Continued Item: Yes
If Yes, date from: 10/21/2003

TO: Board of Supervisors

FROM: Michael F. Brown, County Administrator

STAFF CONTACT: Jason Stilwell
Project Manager, 568-3413

SUBJECT: Temporary Dwelling Vehicle Parking (First Supervisorial District)

Recommendations:

That the Board of Supervisors:

- A. Consider the adoption (second reading) of an ordinance enabling dwelling vehicle parking at the County Administration Building and Garden Street parking lots (Attachment A).
- B. Direct the County Administrator to enter into a license and service agreement with Catholic Charities for temporary dwelling vehicle parking at the County Administration Building parking lot in Santa Barbara in substantially the form as set forth in Attachment C.

Alignment with Board Strategic Plan:

The recommendations are primarily aligned with goals as follows:

- Goal No. 2 A Safe and Healthy Community in Which to Live, Work, and Visit.
- Goal No. 5.A High Quality of Life for All Residents.
- Goal No. 7 A Community that Fosters the Safety and Well-Being of Families and Children.

Executive Summary and Discussion:

Introduction

Over a year has passed since the Board of Supervisors adopted a policy enabling religious, non-profit, and philanthropic organizations to unite with Catholic Charities and provide safe and stable temporary overnight vehicle parking for those less fortunate. This period of time has enabled all involved to assess the program and conclude it is a successful step toward helping those facing a temporary housing crisis. The generosity of landowners and the experience of Catholic Charities have resulted in the Safe Parking Program. This

program gives people who join the program an opportunity to meet their personal goals to create a better life for themselves and their families.

On October 21, 2003 the Board of Supervisors took action that will build on the success of the Safe Parking Program. The Board adopted a resolution to expand the County's overnight vehicle dwelling policy to allow a maximum of five vehicles per site. The previous limit had been three vehicles per site. The Board also introduced an ordinance that would allow the County Administration Building and Garden Street parking lots to be used for this program. The Board gave specific staff direction to develop an operational plan and cost estimate for the Safe Parking Program at the County Administration Building parking lot and to solicit public comment. Staff was directed to return to the Board with this information on November 4, 2003.

Safe Parking Program at the County Administration Building

County staff has developed a draft license and service agreement to enable Catholic Charities to expand its Safe Parking Program to a designated area of the County Administration Building parking lot. The draft license and service agreement is attached (Attachment C). It outlines the relationship between the County and Catholic Charities and defines rules and parameters clients of the Program must follow while parking overnight at the County Administration Building. If the Board adopts the recommended action, the program is anticipated to be operational at the County Administration Building parking lot in early December.

The draft license and service agreement builds on the successful Safe Parking Program while tailoring it to the unique needs and constraints of the site. The agreement incorporates many rules Catholic Charities has had in effect over the past year that have resulted in the program's success and expands upon them to meet this site's needs. In addition, the agreement provides that the County Administrator shall designate those portions of the County Administration Building parking lot that may be used by clients of the Program. The County Administrator will work with General Services, including the Vehicle Operations Division, to designate a portion of the parking lot that is of sufficient size for this program but which would minimize conflicts with existing operations and the ingress/egress of County employees. The agreement also specifies that Catholic Charities is responsible for removing any vehicles that are inoperable.

The draft license and service agreement is written to avoid conflicts between clients and County operations and employees. The proposed hours of operations are 7:00 pm to 6:30 am. These hours are designed to minimize conflicts with County vehicle operations and the arrival of employees.

Employee safety is a concern. Employees working late will continue to have the opportunity to relocate their personal vehicles to the parking spaces close to the County buildings. In addition, the County will continue to employ a private security firm to staff the building and parking areas. This company will have contact information to access Catholic Charities as well as local law enforcement and emergency services provisions.

Cost Estimate

Additional County costs to expand the Safe Parking Program to the parking lot of the County Administration Building are very minimal. They are essentially limited to the cost of \$116 per week for a port-o-let. Cost estimate details are attached (Attachment D).

The remaining County services required to enable Catholic Charities to begin using a portion of the County Administration Building parking lot for the Safe parking Program are already being provided by the County and are current expenses in the County's budget. Security personnel, trash, recycling, lighting, and insurance

are available for this program and are costs currently borne by the County. Water is unavailable at this time and is not currently proposed to be provided; all water near the designated parking lot is non-potable. Water can be added as a future expense following an initial assessment of user's needs. A sewage dump station is also not available; the port-o-let will partially, if not completely, allay the need for a dump station depending on the type of vehicles utilizing the site. Catholic Charities provides towing service in the event a vehicle is abandoned at the site or becomes inoperable.

Notification Process Summary

Staff has embarked on a community notification process. At the time the notices were mailed, (October 20), both the Garden Street and County Administration Building parking lots were considered for this program expansion. Landowners, residents and tenants within three-hundred feet of both sites received a notification card. Staff included on the notification card the name, phone number and email of a staff person interested people could contact for additional information about this proposed change. In addition, the local media have widely covered this topic.

As of the date this letter was prepared, (October 27), Staff has spoken with or provided information to eight individuals who contacted the County for additional information. Most people were seeking additional information or a clarification about the County's action and proposed program changes. Seven of the eight people were concerned with the program's expansion to the Garden Street parking lot; once staff explained to them the Garden Street parking lot was not being considered at this time their concerns were mitigated.

Catholic Charities Report and Information

Catholic Charities presented a verbal report to the Board of Supervisors at the October 21, 2003 public hearing. A written version of this report describing the program and assessing its first year is attached (Attachment B).

Mandates and Service Levels:

Operation of an emergency dwelling vehicle parking area is not mandated by any local, state or federal law or regulations.

Fiscal and Facilities Impacts:

1. The estimate of costs to the County for expanding the Safe Parking Program to the County Administration Building parking lot is approximately \$1,392 annually with an impact of \$812 to the 2003-2004 budget.
2. Catholic Charities has operated the Safe Parking Program for over a year and accepts all operating costs of the program except those defined in item #1 immediately above.

Special Instructions:

Clerk of the Board is to provide appropriate published notices.

Concurrence:

County Counsel

General Services
Risk Manager
County Sheriff
Planning and Development

cc: Jim Armstrong, City Administrator, City of Santa Barbara
Fred Stouder, City Manager, City of Goleta
Dave Durflinger, City Manager, City of Carpinteria
Antonio Daniel, Catholic Charities of Santa Barbara Region
Stephen Shane Stark, County Counsel
Ron Cortez, General Services Director
Phil Demery, Public Works Director
James Anderson, Sheriff
John Scherrei, Fire Chief
Project Team Members

Attachments:

- A. Ordinance temporarily amending overnight parking regulations.
- B. Catholic Charities' report on program operations
- C. Draft License and Service Agreement with Catholic Charities
- D. Cost Estimate for expanding the program to the County Administration Building parking lot

Attachment A – Ordinance temporarily amending overnight parking regulations

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 24, OFFENCES MISCELLANIOUS, OF THE COUNTY CODE OF THE COUNTY OF SANTA BARBARA TO AMEND SECTION 26-5.3 SLEEPING OR CAMPING IN CERTAIN AREAS PROHIBITED-GENERALLY-EXCEPTION

The Board of Supervisors of the County of Santa Barbara ordains as follows:

SECTION 1.

Section 24-5.3 of the County Code of the County of Santa Barbara, is amended to provide as follows:

It shall be unlawful for any person to sleep or camp between the hours of one half hour after sunset of one day and 6:00 A.M. of the next day, whether inside or outside of a vehicle in or on any:

(a) Public road, or
(b) Public property, except that up to five vehicles may be parked in and used for overnight sleeping in both the County parking lot adjacent to the County Administration Building in Santa Barbara and the County parking facility located at 1019 Garden Street if the following conditions are met:

- (1) The County has entered into a management agreement under which the contracting party agrees to assume administration and management of a program to oversee such use of the County Administration and Garden Street Parking Lots and such agreement is in effect.
- (2) The management agreement referenced above satisfies all County concerns regarding liability, due process, evictions, fair housing notice and employee safety.
- (3) All occupants of the vehicle are subject to and in compliance with all terms and conditions of a written agreement between themselves and the contracting party regarding use of the public property.

(c) Private property, including but not limited to beaches, vacant lots, parking areas and commercial properties, unless the person sleeping or camping in or on such private property;

- (1) Is the owner thereof or the lessee of such property or the house guest of such owner or lessee, or
- (2) Has the permission of the owner of such property, his agent or the person in lawful possession of such property and sanitary facilities approved by the health officer of the county are available on such property to the person sleeping or camping in or on such property.

SECTION 3.

This ordinance shall expire, and Sec. 25-5.3 shall revert to its previous form, on 4-31-04, unless extended or made permanent by the Board of Supervisors prior to that date.

SECTION 4.

This ordinance shall be shall take effect and be in force thirty (30) days from the date of its passage and before the expiration of fifteen (15) days after its passage it, or a summary of it, shall be published once, together with the names of the members of the Board of Supervisors voting for and against the same in the Santa Barbara News Press, a newspaper of general circulation published in the County of Santa Barbara.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this ____ day of ____, 2003, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAINING:

Naomi Schwartz, Chair of the Board of Supervisors.
County of Santa Barbara

ATTEST:

Michael F. Brown
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Approved as to form:

Stephen Shane Stark
County Counsel

By: _____

Attachment B -- Catholic Charities' Report on Program Operations.



Safe Parking Program Overview

Due to the alarming increase in vehicle dwellers in south Santa Barbara County, coupled with the rigid crackdown on overnight parking enacted by the City of Santa Barbara, Catholic Charities currently operates a program to provide safe overnight parking for individuals and families who find themselves living in their vehicles. The program is a cooperative between Catholic Charities, area churches and non-profits whereby participating institutions provide parking places for vehicle dwellers registered with the Catholic Charities program. The program currently includes 5 dispersed locations with a limit of 3 vehicles per location.

The purpose of the program is to provide the level of stability needed for vehicle dwellers to effectively make positive changes in their lives. A safe place to park, together with the social services and case management provided by Catholic Charities are the tools used to achieve this end.

How it works

Churches and non-profits desiring to participate in the program sign an informal contract with Catholic Charities and agree to a basic set of rules for the vehicle dwellers on their property. The participating institutions are currently free to augment or edit the rules as they see fit in accordance with County and/or City codes.

Potential clients are screened via an intake assessment with a Catholic Charities case manager. Anyone seeking to participate in this program receives an intake assessment. To facilitate accessibility, the initial assessment and screening are available at the four Catholic Charities south county sites (Carpinteria, Santa Barbara, Goleta, Isla Vista).

Intake and assessment consist of an in-depth interview to accurately determine the current situation of the participant, identify immediate crises and establish long-term goals. Typical questions asked and issues addressed include the following (in no particular order):

- ❖ Determine immediate crises
- ❖ Verify identification or assist in obtaining identification
- ❖ Income verification if any – employment, government, food stamps, etc.
- ❖ Determine monthly expenses and bills
- ❖ Obtain pertinent info and ID regarding children and dependents
- ❖ Determine legal issues pending
- ❖ Determine medical issues/establish medical history
- ❖ Determine substance abuse issues
- ❖ Determine mental health issues
- ❖ Determine what other agencies, if any, are providing assistance
- ❖ Assess the vehicle being occupied
 - Insured?
 - Operational?
 - Registered?

After the intake, the level of appropriateness for the program is determined by a Catholic Charities case worker, then a goal-oriented plan of action is established and the client is issued a permit and allowed to park overnight, or in some cases 24 hours at an assigned location. The client and social worker continue to work together on goals toward stability, weekly at first, and after short-term goals have been achieved, the case is reviewed monthly. There is currently no formal limit to the amount of time that a client may occupy a site. Some clients take advantage of the service for a short period of time, others up to a year or more depending on the needs of the case.

For clients who either do not qualify or are not willing to abide by the rules of the program, case management, referral and services are still available from Catholic Charities regardless of where they are staying.

In addition to the resources that Catholic Charities provides, a network of community referral agencies is also employed for the benefit of clients. Below is a partial list of typical agencies that Catholic Charities might refer to or cooperate with in assisting the vehicle dwelling population:

- ❖ City and County Housing authorities
- ❖ County Mental health
- ❖ Employment Development Dept
- ❖ Calworks
- ❖ Centro Familia – daycare
- ❖ Community Action Commission
- ❖ Veteran’s Administration
- ❖ Department of Social Services
- ❖ Project Recovery
- ❖ Legal Aid Foundation
- ❖ Committee for Social Justice
- ❖ Job Smart
- ❖ Department of Rehabilitation
- ❖ Community clinics – medical/dental
- ❖ Temporary employment agencies
- ❖ The Salvation Army
- ❖ The Rescue Mission
- ❖ Hospice
- ❖ The various sober living programs in the area
- ❖ St. Vincent’s PATHS (housing for single-mothers)
- ❖ Villa Majella

Progress so far

The safe parking program has been in existence since April of 2002, operating informally at the grass-roots level. The program existed for the first year without funding and was simply an extension of the existing case management program at Catholic Charities. Catholic Charities recently received funding to provide full-time staffing to support this program for two years, in addition to some funding for programmatic needs.

The vehicle population is diverse and very difficult to profile or generalize. The individuals and families living in vehicles in the greater Santa Barbara area cover the spectrum, from homeless individuals who have managed to secure a vehicle, to former homeowners who have lost everything and are living in their RV. During the first year and half of operation, this small program has served over three-dozen individuals. Approximately 30% of those clients have been families with children. Disabilities, from mental health to physical handicaps are present in more than half of the population.

The length of time that people take advantage of the program also varies widely. Some stay for just a couple weeks to get back on their feet, others stay several months or a year or longer. Stability is defined on a case-by-case basis and the time needed to reach goals varies. Approximately 20% of safe parking clients have transitioned to housing within the county and another 5-15% have

transitioned to housing out of the area. Tracking long-term outcomes is difficult with a mobile population. Some move on without giving notice and others move on with no means of being reached.

In terms of program management and security, there have been very few problems to speak of. During the course of the entire program, there has been only one set of incidents. At the very outset of the program, when a front page article in the NewsPress portrayed Holy Cross Church on the Mesa as a haven for vehicle dwellers, a number of vehicles showed up at the church without having registered with the program. This alarmed neighboring residents, and it took several days to process and place the various RV's and vehicles into other locations. After a community meeting and some one-on-one outreach to neighbors by Catholic Charities, the complaints subsided and the program has operated without incident since.

For sites whose parking lots are available only at night, vehicle dwellers must leave each morning. Some are forced to hide in neighborhoods during the day; some go to work, others to school. Many take advantage of the services offered by the homeless shelter on Cacique Street during the day. 24-hour sites are clearly ideal for this population in that it obviously affords them a greater level of freedom and stability.

Moving Forward

The dispersed Safe Parking program as operated by Catholic Charities is a small, but growing program. The staff and volunteers at Catholic Charities are working hard to provide service to this population in distress. Coupled with the continuing effort to locate a larger, permanent site for a greater number of vehicle dwellers, this program represents a vital component in the overall continuum of care needed to effectively service this population.

In essence, this is a case-management driven program, with a makeshift housing element. Catholic Charities' role has been largely focused on providing for the needs and facilitating the goals of the clients. Looking forward, as this program expands from an informal "neighbor helping neighbor" operation to a broader more formalized program, certain measures such as roving nighttime security will be implemented. Issues surrounding liability and insurance will also have to be addressed in greater detail and solutions implemented.

With the addition of full-time staffing and program funding, a greater level of outreach is now possible. Efforts are underway to locate vehicle dwellers throughout the South County who have been displaced by City ordinances, as well as efforts to further determine the demographics and profiles of this population. In the coming months, several more sites will be joining the program and the number of available parking places will more than double.

About Catholic Charities

Catholic Charities of Santa Barbara County is part of a nation-wide network of 1,640 local Catholic Charities organizations with a 275-year tradition of service to the poor and needy in America. We have been a part of Santa Barbara County for nearly 100 years, tracing our roots back to local Catholic and inter-faith service groups. As far back as the turn of the last century, our commitment to serving those in need regardless of faith has never wavered. Our message has always been clear: you don't have to be Catholic to receive our help, or to help us help others.

Our purpose is to provide a broad range of services to meet the needs of the poor and disadvantaged and to empower self-sufficiency and stability in those we serve. In addition, we seek to effect social change through community advocacy and collaborative strategies, and to promote fair, equitable and humane treatment in social services leading to more self-determination, self-sufficiency, and basic human dignity.

From Cuyama to Carpinteria, Catholic Charities of Santa Barbara County operates a network of 8 offices providing free assistance to the needy in our various communities. Each office provides services tailored to the needs of each community, and every day hundreds of needy families county-wide take advantage of the many programs we offer.

Our services include **food programs, rental and utility assistance, immigration services, clothing and household items, diapers and formula, psychological counseling, case management, employment assistance, tax and savings assistance, budget counseling, English language classes, holiday programs, assistance with medical bills** and a variety of other vital

services. In addition, the South County features a specialized program called **Older Adult Services**; with the help of dozens of volunteers this program serves the needs of the frail elderly and homebound.

Catholic Charities is the largest distributor of food to the poor in Santa Barbara County. With food pantries in six locations, Catholic Charities will distribute over one million pounds of food in 2003 to over 26,000 individuals. Most of the food supplies are purchased from the Santa Barbara FoodBank, of which Catholic Charities is by far the largest customer. Food-drives across the county also supplement this supply.

100% of our funding is raised locally and goes directly to supporting our mission. Our funding comes from a variety of sources including federal and state funds, county and city grants, foundation grants and individual donations. We are the social service arm of the Catholic Church, but exist as a separate corporation and receive no Church funding. Our funds are entirely separate and no part of the Catholic Charities budget goes to support Church activities.

Many publications including The Chronicle of Philanthropy, Forbes, Smart Money, Worth and The Non-Profit Times have repeatedly recognized Catholic Charities as one of the best and most efficient charities in America. On the local level, operating with a total county-wide budget of only \$1.2 million, we are able to deliver services to over 25,000 individuals.

Attachment C -- Draft License and Service Agreement with Catholic Charities.

LICENSE AND SERVICE AGREEMENT

This license and service agreement ("Agreement") is made as of _____ by and between the COUNTY of Santa Barbara, a political subdivision of the State of California, ("COUNTY") and Catholic Charities, _____ a non-profit public benefit corporation (CATHOLIC CHARITIES).

WHEREAS, a lack of adequate housing in the COUNTY has forced many individuals and families to live in their recreational vehicles and automobiles; and

WHEREAS, the COUNTY and CATHOLIC CHARITIES are concerned with the safety, health and welfare of such persons and wish to provide a safe and sanitary place for them to park their vehicles on a short term basis while they transition to more permanent housing; and

WHEREAS, the COUNTY wishes to provide a safe place for up to five vehicles to be parked overnight on the County Administration Building parking lot located on Victoria Street, Santa Barbara ("County Lot") under the management of Catholic Charities; and

WHEREAS, CATHOLIC CHARITIES wishes to support and manage overnight parking on the County Lot and is willing to commit funds for this project.

Now therefore, in consideration of the covenants and conditions contained herein COUNTY and CATHOLIC CHARITIES agree as follows:

1. Term: The term of this Agreement shall commence on the date executed by COUNTY and terminate on April 30, 2004 unless extended through mutual written agreement by the parties. Notwithstanding the above, either party may terminate this Agreement upon 10 days written notice.

2. Use of County Parking Lot: Subject to the terms set forth below, CATHOLIC CHARITIES may use up to 5 designated parking spaces ("Designated Spaces") at the COUNTY Administration Building parking ("County Lot") between the hours of 7 p.m. and 6:30 a.m. ("Program Hours") for overnight parking of designated clients of CATHOLIC CHARITIES. The County Administrator shall have sole discretion in the selection of the Designated Spaces and may modify the Program Hours and length of stay upon notification to CATHOLIC CHARITIES. At no time may CATHOLIC CHARITIES authorize more than 5 vehicles to park on the County Lot or authorize vehicles to park elsewhere on the County Lot other than in Designated Spaces. Upon written agreement between the parties, additional parking at a second COUNTY-owned parking lot may be allowed at a later date. CATHOLIC CHARITIES and its clients may also use the entrances and exits to the County Lot as set forth below and other areas of the County Lot as are necessary for ingress and egress to the Designated Spaces. Additionally, CATHOLIC CHARITIES staff and agents may enter onto the County Lot as necessary for monitoring and enforcement activities.

3. Written Agreement with Users Required: CATHOLIC CHARITIES may only allow those clients with whom it is under written agreement to use the Designated Spaces for overnight parking. The written agreement between CATHOLIC CHARITIES and users of the Designated Spaces must be approved by the County Administrator and must at a minimum contain the following conditions:

- a. No drugs or Alcohol may be contained in the vehicle or consumed on COUNTY property.
- b. No cooking or food preparation may be performed outside of the client's vehicle.
- c. All trash, including animal waste, must be disposed of properly in designated trash receptacles.
- d. No music may be played that is audible on the surrounding sidewalk or in surrounding buildings.

- e. Parking is limited to the Program Hours (currently designated as between 7:00 p.m. and 6:30 a.m.) and vehicles may not enter or leave the parking lot between the hours of midnight and 5:00 a.m.
- f. Clients must possess a current drivers license, vehicle registration, and insurance for the vehicle that will be parked in the Designated Space. CATHOLIC CHARITIES shall keep a copy of all three on record.
- g. Vehicles may only be occupied by clients and approved registered household members. Guests shall not be allowed.
- h. Clients and all household members who will be staying in the vehicle must sign an indemnification and waiver indemnifying and waiving all rights against COUNTY. The language of the indemnification and waiver must be reviewed and approved by County Counsel and County Risk Management.
- i. Subject to possible modification by the County Administrator, clients may only enter the parking lot through the entrance located off of Victoria Street and may only exit the parking lot through the exit leading to Anacapa Street.
- j. Clients must comply with all applicable local, state and federal laws rules and regulations.
- k. Failure to follow all client rules will result in termination from the program and expulsion from COUNTY property.
- l. Client and household members waives any relocation benefits.

4. Authorized Vehicles Only: CATHOLIC CHARITIES shall ensure that only vehicles owned by its client are parked in the Designated Spaces during Program Hours. CATHOLIC CHARITIES must supply clients who are authorized to use the Designated Spaces a “permit” to be displayed in vehicle windows in a form to be approved by the COUNTY.

5. Removal of Vehicles: Subject to the California Vehicle Code, upon notification by the COUNTY, CATHOLIC CHARITIES shall immediately remove any vehicle parked in the County Lot after 6:30 a.m., including but not limited to abandoned and inoperable vehicles. CATHOLIC CHARITIES shall also immediately remove any vehicle that is owned by a client that is parked anywhere on the County Lot that other than in a Designated Space and any unauthorized vehicle parked in a Designated Space.

6. Notification of Clients: At all times, CATHOLIC CHARITIES shall keep the County Administrator’s office and parking attendants notified of the names and vehicle license numbers of each client who is authorized to park in the Designated Spaces.

7. Indemnification: CATHOLIC CHARITIES shall defend, indemnify and save harmless the COUNTY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CATHOLIC CHARITIES, its agents or employees or other independent contractors directly responsible to it; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CATHOLIC CHARITIES shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

8. Insurance: Without limiting the CATHOLIC CHARITIES’ indemnification of the COUNTY, CATHOLIC CHARITIES shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CATHOLIC CHARITIES in default. Upon request by the COUNTY, CATHOLIC CHARITIES shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

- A. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CATHOLIC CHARITIES' staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CATHOLIC CHARITIES is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CATHOLIC CHARITIES has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CATHOLIC CHARITIES submits a written statement to the COUNTY stating that fact.
- B. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CATHOLIC CHARITIES and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CATHOLIC CHARITIES in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CATHOLIC CHARITIES. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CATHOLIC CHARITIES pursuant to CATHOLIC CHARITIES' activities hereunder. CATHOLIC CHARITIES shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, CATHOLIC CHARITIES is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CATHOLIC CHARITIES shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CATHOLIC CHARITIES may be held responsible for payment of damages resulting from CATHOLIC CHARITIES' services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CATHOLIC CHARITIES is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CATHOLIC CHARITIES' expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CATHOLIC CHARITIES agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

9. No Assignment or Subletting: Except for use of the Designated Spaces for CATHOLIC CHARITIES clients as provided for herein, CATHOLIC CHARITIES shall not voluntarily or by operation of law assign, transfer, sublet, sublicense or otherwise encumber all or any part of CATHOLIC CHARITIES' interest under this Agreement.

10. Compliance with Laws: CATHOLIC CHARITIES will comply with all applicable laws, statutes, ordinances, rules and regulations relating to its use of the Designated Spaces.

11. Utilities: This Agreement is for the use of parking spaces only; COUNTY is under no obligation to supply utilities to CATHOLIC CHARITIES or its clients. COUNTY may but is not obligated to supply a port-a-let for clients using the Designated Spaces.

12. Condition of Property and Improvements: COUNTY makes no representations or warranties regarding the suitability of the Designated for overnight sleeping or regarding conditions of the improvements in the County Lot.

13. Alterations: CATHOLIC CHARITIES may not alter or make improvements to the Designated Spaces without the express written approval of the COUNTY.

14. Governing Law: This Agreement is governed by the laws of the State of California.

15. Whole Agreement: This Agreement constitutes the entire agreement between the parties related to the use of the Designated Spaces and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties related thereto.

16. Amendments: Any amendments to this Agreement must be in writing and executed by both parties.

17. Severability: If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law;

18. No Waiver: The waiver by either party of any term, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition contained in this Agreement.

IN WITNESS WHEREOF, COUNTY and CATHOLIC CHARITIES have executed this Agreement as of the last date set forth below.

"COUNTY:"

THE COUNTY OF SANTA BARBARA
A political subdivision of the State of California

Date: _____

BY: _____
MICHAEL F. BROWN
County Administrator

APPROVED AS TO FORM:
STEPHEN SHANE STARK

APPROVED AS TO INSURANCE FORM
RISK MANAGER

By: _____
Deputy

By: _____

CATHOLIC CHARITIES,
A nonprofit public benefit corporation
(two signatures required)

DATE: _____

BY: _____
Its:

DATE: _____

BY: _____
Its:

Attachment D – Cost Estimate for the County Administration Building parking lot.

Cost Analysis
Overnight Vehicle Dwelling Parking
County Administration Building

ITEM	START-UP COST	ANNUAL COST	2003-2004 BUDGET
Port-o-let		1,392	812
Security staff			included
10:00p-8:00a (7 days)			included
Water		not available	not available
Trash Dumpster			included
Recycling Container			included
Lighting			included
Towing Retainer			provided by Catholic Charities
Dump Station		not available	not available
Insurance			included
			-
			-
			-
TOTAL			\$ 812