

Project: Good Samaritan Shelter
Ground Lease
Folio: 003998
APN: 029-212-019

GROUND LEASE AGREEMENT
TEMPORARY EMERGENCY HOUSING

THIS GROUND LEASE AGREEMENT (hereinafter “Agreement”) is made by and between

the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter “COUNTY”;

and

GOOD SAMARITAN SHELTER, a California public benefit 501(c)(3) nonprofit organization and existing under the laws of the State of California, hereinafter referred to as "GOOD SAMARITAN”;

with reference to the following:

WHEREAS, COUNTY is the fee owner of that certain real property and improvements in the City of Santa Barbara, State of California, located at 1016 Santa Barbara Street, more particularly described as County Assessor’s Parcel Number. 029-212-019, (hereinafter “Property”); and

WHEREAS, GOOD SAMARITAN is a California public benefit 501(c)(3) nonprofit organization and desires to provide Interim Supportive Temporary Emergency Housing Units for homeless individuals to receive support services necessary to rebuild their lives; and

WHEREAS, GOOD SAMARITAN will carry out programs necessary to meet the social needs of the population of the County by providing an interim supportive housing community, temporary emergency housing units, related facilities, and associated programs, and services necessary to assist the homeless population of the COUNTY (“Project”) located at the Property; and

WHEREAS, COUNTY is to lease the Property to GOOD SAMARITAN, at no cost to GOOD SAMARITAN, for the purpose of GOOD SAMARITAN providing, maintaining and operating the Project; and

WHEREAS, COUNTY and GOOD SAMARITAN intend to enter into a Subrecipient Agreement that will delineate the respective roles and responsibilities for operation of the Project; and

WHEREAS, GOOD SAMARITAN has entered into a Memorandum of Understanding (“MOU”) with DIGNITY MOVES, a 501(c)(3) nonprofit organization existing under the laws of the State of California (“DIGNITY”), that will delineate the respective roles and responsibilities for the construction of the interim supportive housing community and modular units on the Property; and

WHEREAS, COUNTY and DIGNITY intend to enter into a Temporary Entry Permit for the construction of an interim supportive housing community and modular units on the Property; and

WHEREAS, COUNTY shall be responsible for utilities point-of-connection (“POC”) up-to, along and off-of Santa Barbara Street Property Line; and

WHEREAS, DIGNITY shall be responsible for construction of an interim supportive housing community, modular units including utilities and associated appurtenances that may be incidental to such activities; and

WHEREAS, GOOD SAMARITAN shall be responsible for maintaining and operating the Project; and

WHEREAS, GOOD SAMARITAN shall hold title to the temporary emergency modular units on the Property and use the Property for such purposes and will assume maintenance and repair responsibilities for the Property, including any alterations or improvements in and on the Property; and

WHEREAS, California Government Code Section 26227 allows a board of supervisors of a county to make available any real property of the county which will not be needed for county purposes during the time of possession, to be used to carry out programs deemed necessary to meet the social needs of the population of the county, including temporary housing units and associated programs and services for homeless individuals; and

WHEREAS, the Property will not be needed for COUNTY purposes during the time of possession provided pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements hereinafter set forth, COUNTY and GOOD SAMARITAN (collectively “Parties”) agree that any prior leases between the Parties for, related to, or in connection with the use or occupancy of the Property are hereby terminated and that the following terms and conditions shall govern GOOD SAMARITAN’S use and occupancy of the Property.

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY through the Community Services Department, or its designee. The COUNTY'S Director of the COUNTY's Community Services Department, or designee, shall be the priority contact with GOOD SAMARITAN, and the Community Services Department, and its designee, may make periodic visits to the Property for inspection and/or other matters as necessary.

2. **LEASED PROPERTY:** COUNTY hereby leases to GOOD SAMARITAN and GOOD SAMARITAN hereby takes from COUNTY the Property located at 1016 Santa Barbara Street, in the City of Santa Barbara, State of California, more particularly described as County Assessor's Parcel Number 029-212-019, shown as the diagonally-slashed area of Exhibit A, attached hereto and incorporated herein by reference.

3. **INGRESS & EGRESS:** Access for ingress and egress into and onto the Property by GOOD SAMARITAN, including, but not limited to, its employees, tenants, invitees, agents, volunteers and/or contractors, shall be along Santa Barbara Street ONLY. Emergency egress from the Property shall be provided along Santa Barbara Street and at the Northeasterly corner of the Property as depicted on Exhibit B hereto. Emergency egress, at the Northeasterly corner of the Property, shall have an audible alarm. Audible alarm shall be in operation 24-hours a day for the entire Term of this Agreement and any extensions provided. GOOD SAMARITAN'S employees, tenants, invitees, agents, volunteers and/or contractors shall not use the Northeasterly corner of the Property to access the Property.

4. **TERM:** The initial term of this Agreement (hereinafter "Term") shall commence on February 1, 2022 and run until June 30, 2025.

It is anticipated the Project will be used for the continued maintenance and operation of temporary emergency housing units ("Units") and all other appurtenant improvements, equipment and operations, including any temporary restrooms, and showers units ("Facilities" collectively with the Units referred to as the "Improvements"), together with the provision of associated programs and services necessary to assist the homeless population of the COUNTY, for at least 40-months after the Term. If at any time during the Term, including any granted extensions beyond the Term, the Property is used for any other purpose without the express written consent of COUNTY, GOOD SAMARITAN shall pay fair market rent for the Property to be determined by an independent appraiser, or, at COUNTY'S option, the Property shall revert to COUNTY and this Agreement shall terminate.

5. **CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS:** The Memorandum of Understanding ("MOU"), entered into between GOOD SAMARITAN and DIGNITY, ("Outside Parties") provides for and identifies the roles and responsibilities for the construction of an interim supportive housing community, Improvements and utilities on the Property for the Project as set forth in Exhibit "C" and incorporated by reference herein.

6. **PURPOSE AND USE:** GOOD SAMARITAN shall use the Property solely for the purposes of operating and maintaining temporary Improvements seven days a week during the Term of this Agreement and for administering all tasks in the provisions of associated programs and services in compliance with all applicable state and local laws, regulations, rules and ordinances, guidelines, policies, directives, and standards and/or agreements approved by COUNTY which are incidental thereto and necessary to maintain GOOD SAMARITAN'S Project and related operations on the Property. GOOD SAMARITAN shall not use the Property and/or the Project for any other purposes without the express written consent of COUNTY.

GOOD SAMARITAN shall perform services in accordance with the Subrecipient Agreement with COUNTY that describes the provision of services by GOOD SAMARITAN at the Property. In addition, GOOD SAMARITAN shall comply with all COUNTY security programs and policies regarding the Property, including those set forth in the Subrecipient Agreement between the Parties and the MOU between the Outside Parties or as may be provided by COUNTY from time to time.

7. **RENT:** In accordance with Government Code Section 26227 and the Santa Barbara County Board of Supervisors determination that the operations of GOOD SAMARITAN are a benefit to the community, and in consideration for GOOD SAMARITAN administration, operation, maintenance of the Project on the Property and the provision of the services described in Section 6, **PURPOSE AND USE** hereof, the Property is being provided to GOOD SAMARITAN by COUNTY rent-free.

As also described in Section 4 **TERM**, should, for any reason, the Santa Barbara County Board of Supervisors determine, at a publicly noticed hearing, that the services provided by GOOD SAMARITAN are no longer a benefit to the community, or, should the aforementioned Government Code Section be repealed or replaced such that GOOD SAMARITAN no longer qualifies for the rights granted hereunder, GOOD SAMARITAN shall pay fair market rent for the Property. The amount of such fair market rent shall be determined by an independent appraiser, who has been agreed upon by both parties hereto; and shall be determined by the rental value of the land only. Said rent shall be due for the remainder of the term of this Agreement and shall rise 3% per month on the first day of the following month the aforementioned has been determined.

8. **PROPERTY SUITABILITY:** GOOD SAMARITAN has investigated the Property and has determined that it is suitable for GOOD SAMARITAN'S intended operations of the Project, including the responsibilities contained within the MOU between the Outside Parties and therefore, GOOD SAMARITAN hereby accepts, by way of executing this Agreement, the Property, as depicted in Exhibit A hereof, in its existing condition, with COUNTY'S, solely responsible for providing the utilities point-of-connection ("POC") only up-to/along/off-of Santa Barbara Street Property Line.

GOOD SAMARITAN ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PROPERTY, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY GOOD SAMARITAN.

9. **ALTERATIONS AND CONSTRUCTION:** Any alterations and construction on the Property by GOOD SAMARITAN shall be presented by GOOD SAMARITAN to COUNTY in written form with proposed plans and specifications prior to any construction or alterations. COUNTY, through its General Services Department, shall issue a written approval or disapproval of any plans and specifications submitted pursuant to this Section.

Any such COUNTY approval shall be deemed conditional upon GOOD SAMARITAN acquiring all necessary permits from the appropriate governmental agencies at its sole expense, furnishing a copy thereof to COUNTY prior to the commencement of the work, and GOOD SAMARITAN'S compliance with all conditions of said permit(s) and is subject to prevailing wage with compliance monitoring and enforcement by the Department of Industrial Relations pursuant to the provisions of Section 1770 et seq. of the California Labor Code. The individuals performing or providing any alterations and construction shall be paid not less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require that COUNTY, or any other government agency, grant such permits or clearances. GOOD SAMARITAN shall give COUNTY'S General Services Department, or designee, not less than ten (10) calendar days written notice prior to the commencement of any such work in, on, or about the Property; and COUNTY shall have the right to post Notices of Nonresponsibility, as provided by law.

During any such construction or alteration, GOOD SAMARITAN shall keep the leasehold and Property, including Improvements free and clear of liens for labor and materials expended by or for GOOD SAMARITAN or on its behalf, and shall hold COUNTY harmless and defend COUNTY with respect to any construction or alterations. Non-compliance with this section shall constitute a material breach hereof. When improvements are constructed by GOOD SAMARITAN under the provisions of this Agreement, GOOD SAMARITAN shall inform COUNTY of the date of completion of such improvements.

The requirements relating to construction set forth herein are those of COUNTY as landowner and not as a governmental entity. Nothing in this Agreement shall be construed to entitle GOOD SAMARITAN to undertake construction of any alterations or improvements without complying with all permitting required by COUNTY in its governmental capacity.

10. **TITLE:** During the Term of this Agreement, title to the Improvements shall vest with GOOD SAMARITAN. In accordance with Section 9 above, GOOD SAMARITAN does not have the right to, and shall not during the term of this Agreement, erect additional Improvements without the written consent of the COUNTY, in or upon the Property hereby leased.

During the Term of this Agreement or any extension thereof, the Improvements shall be and remain the real property of GOOD SAMARITAN. Title to the Improvements shall remain with GOOD SAMARITAN after the expiration or termination of this Agreement except that title to some or all of the Improvements shall, at COUNTY'S affirmative election, transfer and vest in the COUNTY if such Improvements are not removed within 45 days of the expiration or termination of this Agreement, or such further extensions as the Board may grant, after date of expiration or termination of this Agreement. Such transfer or vesting of title shall not constitute a waiver of any right or remedy which the COUNTY may have against GOOD SAMARITAN or any other person for any damage, loss or injury suffered by the COUNTY as a result of any work or activity performed by GOOD SAMARITAN in the exercise of this Agreement.

GOOD SAMARITAN shall not have the right to waste, destroy, demolish or remove the Improvements, except as provided in this Agreement. In the event that GOOD SAMARITAN discontinues use of the Improvements, this Agreement may be terminated as provided in Section 12 ABANDONMENT OF THE PROPERTY and/or IMPROVEMENTS. In such event, GOOD SAMARITAN shall remove and dispose of the Improvements in accordance with Section 34. SURRENDER OF PROPERTY, hereof.

11. **ENTRY BY COUNTY:** COUNTY may enter upon the Property at all reasonable times to examine the condition thereof, provide emergency maintenance, make emergency repairs, and to make such other emergency repairs (“Emergencies”) as COUNTY may deem necessary to make. In the event, the COUNTY Emergencies are deemed necessary by the COUNTY, GOOD SAMARITAN shall reimburse COUNTY for all expenses COUNTY incurs for such Emergencies.

12. **ABANDONMENT OF THE PROPERTY and/or IMPROVEMENTS:** GOOD SAMARITAN shall not abandon, vacate, surrender or assign use of the Property and/or the Improvements at any time during the term of this Agreement. If GOOD SAMARITAN does abandon, vacate, surrender or assign use of the Property and/or Improvements, this Agreement and all of GOOD SAMARITAN’S rights thereto shall terminate at the option of COUNTY.

In the event of such termination, the Improvements and any personal property belonging to GOOD SAMARITAN and left on the Property more than thirty (30) days after such termination shall be deemed abandoned at the option of COUNTY, and title to such may pass to COUNTY as provided in Section 10 TITLE.

13. **WASTE AND NUISANCE:** GOOD SAMARITAN shall not commit, nor suffer to be committed, any waste upon the Property, nor permit any nuisance to exist thereon.

14. **UTILITY CHARGES:** GOOD SAMARITAN, subject to any required utility application(s) and utility permit(s) from utility providers, has the right to install and maintain the necessary mains and ancillary equipment required to maintain utility services to the Property and Improvements, at its sole cost and expense. All accounts for such utilities shall name GOOD SAMARITAN as the responsible party. GOOD SAMARITAN shall pay when due all charges for utilities used by GOOD SAMARITAN.

15. **MAINTENANCE AND REPAIR:** During the term of this Agreement, including any extensions, GOOD SAMARITAN shall, at its sole cost and expense, keep the Property and Improvements neat, clean, and in a sanitary condition, including, but not limited to:

A. The electrical conduits, conductors, ground equipment and all other associated devices;

B. All mechanical equipment, as well as ancillary connections to the equipment, including but not limited to, electrical, gas, and water utility service, HVAC, vents, drains, ducting, and supporting structures;

C. All other unexposed electrical, plumbing and sewage systems; and

D. The grounds, including landscaping.

16. **ASSIGNMENT/ SUBLEASE:** GOOD SAMARITAN shall not assign, license, or sublease the Property, Improvements or any part thereof or any right or privilege appurtenant thereto without COUNTY'S written consent. Consent by COUNTY to one assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment made contrary to this Section shall be null and void at the COUNTY's sole discretion.

17. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any government or private organization into which GOOD SAMARITAN may be merged.

18. **INSURANCE AND INDEMNIFICATION:** The parties shall comply with the indemnification and insurance provisions as set forth in Exhibit D, attached hereto and incorporated herein by reference

19. **WAIVER OF SUBROGATION RIGHTS:** Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto GOOD SAMARITAN, including its officers, directors, employees and agents, and GOOD SAMARITAN 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, GOOD SAMARITAN, 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 other 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.

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 GOOD SAMARITAN 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.

20. **QUIET ENJOYMENT AND NON-INTERFERENCE:** GOOD SAMARITAN shall at all times conduct its business in a quiet and orderly manner to the satisfaction of the COUNTY. GOOD SAMARITAN shall not use, nor permit those under its control, including, but not limited to, its employees, tenants, invitees, agents, volunteers and/or contractors to use any portion of the Property in any way that interferes with other adjacent properties of the Property or with COUNTY's other lawful use of the COUNTY'S adjoining property.

21. **NONDISCRIMINATION:** GOOD SAMARITAN in its operations to be conducted pursuant to the provisions of this Agreement, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, age, sex, or national origin in any manner prohibited by the laws of the United States, the State of California, or any COUNTY ordinance.

Noncompliance with provisions of this section shall constitute a material breach hereof and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

22. **ENVIRONMENTAL IMPAIRMENT:** GOOD SAMARITAN shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request by COUNTY.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property or Improvements due to GOOD SAMARITAN'S use and occupancy, GOOD SAMARITAN shall clean all property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefore. GOOD SAMARITAN shall indemnify, hold harmless, and defend COUNTY from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting, engineering and construction costs) incurred by COUNTY as a result of GOOD SAMARITAN'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution due to GOOD SAMARITAN'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

23. **TOXICS:** GOOD SAMARITAN shall not manufacture or generate hazardous wastes on or in the Improvements or Property. GOOD SAMARITAN shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by GOOD SAMARITAN, its agents, employees, invitees, volunteers or designees on or in the Improvements or Property during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. GOOD SAMARITAN shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

24. **COMPLIANCE WITH THE LAW:** GOOD SAMARITAN shall comply with all applicable federal, state, county, and municipal laws, statutes, rules, ordinances, and regulations in effect during the term or any part of the term hereof regulating the use of the rules, and regulations affecting the Property or Improvements now or hereafter in effect.

25. **TAXES AND ASSESSMENTS:** GOOD SAMARITAN shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to GOOD SAMARITAN'S Improvements may be levied upon said Improvements and/or Property during the term of this Agreement.

26. **NOTICES:** Any notice to be given to the parties shall be in writing and shall be served, either personally or by mail, to the following:

COUNTY: Community Services Department
Housing & Community Development Division
123 East Anapamu Street 2nd Flr
Santa Barbara, CA 93101
Attn: Deputy Director
Phone: (805) 568-3523
e-mail: dlockhart@countyofsb.org

GOOD SAMARITAN: Good Samaritan Shelters, Incorporated
731 S. Lincoln Street
Santa Maria, CA 93458
Attn: Sylvia Barnard
Phone: (805) 331-0877
e-mail: goodsamshelter@gmail.com

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. Notices personally or electronically delivered are considered received upon delivery. Notices sent by overnight delivery are considered received on the next business day. Mailed notices are considered received three (3) business days after deposit in the mail.

27. **DEFAULT:** Except as otherwise required herein, should GOOD SAMARITAN at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to GOOD SAMARITAN specifying the particulars of the default and GOOD SAMARITAN shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this Agreement shall terminate at the option of the COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case GOOD SAMARITAN shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

28. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including but not limited to the following:

A. The nondefaulting party may waive the default or breach in accordance with Section 29, WAIVER, herein below.

- B. The nondefaulting party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.
- C. Where GOOD SAMARITAN is the non-defaulting party, GOOD SAMARITAN may terminate the Agreement and surrender use of the Property.
- D. Where COUNTY is the nondefaulting party, COUNTY may terminate the Agreement and GOOD SAMARITAN shall vacate within 30 days of written notice from COUNTY.

29. **WAIVER:** It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

30. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.

31. **TERMINATION:** This Agreement shall terminate and all rights of GOOD SAMARITAN shall cease and GOOD SAMARITAN shall quietly and peacefully deliver to COUNTY, possession and interest in the Property; and possession, interest and title to the Improvements:

- A. Upon expiration or earlier termination of the Agreement as provided in Section 4, *TERM*; or
- B. Upon ninety (90) calendar day written notice from COUNTY or
- C. Upon ninety (90) calendar day written notice from GOOD SAMARITAN; or
- D. Upon abandonment of the Improvements and Property as provided in Section 12, *ABANDONMENT OF THE PROPERTY and/or IMPROVEMENTS*; or
- E. Upon the failure of GOOD SAMARITAN to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 27, *DEFAULT*; or
- F. As provided in Section 32, *DESTRUCTION*.

32. **DESTRUCTION:** If the Improvements or the Property is partially or totally destroyed by fire or other casualty, this Agreement, at the option of GOOD SAMARITAN, shall terminate. If GOOD SAMARITAN chooses to terminate the Agreement then GOOD SAMARITAN shall remove all Improvements from the Property and shall return the Property to its original condition as near as is practical.

33. **AGENCY DISCLOSURE:** GOOD SAMARITAN acknowledges that the General Services Department, Facilities Services Division of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for GOOD SAMARITAN nor a dual agent in this transaction.

GOOD SAMARITAN acknowledges that GOOD SAMARITAN is the agent for itself exclusively, and is neither the agent for the COUNTY nor a dual agent in this transaction.

34. **SURRENDER OF PROPERTY:** Upon expiration or termination of this Agreement, GOOD SAMARITAN shall vacate and surrender possession of, and any claim to the Property, leaving it in good condition, except for ordinary wear and tear at the conclusion of the lease.

GOOD SAMARITAN shall be required to remove all of the Improvements by the the expiration or termination of this Agreement. In the event that GOOD SAMARITAN fails to remove the Improvements in accordance with this Section, COUNTY shall have the right, but not the obligation, to take title to the Improvements as described in Section 10 TITLE.

35. **CONDEMNATION:** In the event the Property or Improvements or any part thereof is taken by condemnation, eminent domain, or any such proceeding that precludes access to or use of the Property and/or Improvements, COUNTY shall have the exclusive right to control the defense of any such action in condemnation or eminent domain and to defend any such action and settle the same in COUNTY'S absolute discretion. GOOD SAMARITAN agrees that COUNTY shall have the right, but not the obligation, to defend or settle any such action of condemnation or eminent domain affecting any of GOOD SAMARITAN 'S Improvements on the Property.

GOOD SAMARITAN shall receive from COUNTY such proportionate amount of the judgment, award, or settlement as shall be attributable to GOOD SAMARITAN'S interests.

In the event possession of the Property or partial possession of the Property is obtained by a public agency or other agency empowered to take by eminent domain, in a manner which precludes GOOD SAMARITAN'S intended use, this Agreement shall terminate as of the effective date of possession and upon such termination, any obligations of GOOD SAMARITAN up to said termination date shall cease.

In the event of a partial taking, this Agreement may continue at COUNTY'S option.

36. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

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

38. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY or GOOD SAMARITAN to its terms and conditions, or to carry out duties contemplated herein.

39. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and no obligation other than those set forth herein will be recognized.

40. **CONSTRUCTION:** The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

41. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission; however, any documents that shall or may need recordation, shall not be accepted for recordation by the Clerk Recorder of the COUNTY until such documents bearing original signatures are received by COUNTY.

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

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Project: Good Samaritan Shelter
Ground Lease
Folio: 003998
APN: 029-212-019

IN WITNESS WHEREOF, COUNTY and GOOD SAMARITAN have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

“COUNTY”
COUNTY OF SANTA BARBARA
a political subdivision of the State of California

ATTEST
MONA MIYASATO
CLERK OF THE BOARD

By: *Joan Hartmann*
Joan Hartmann, Chair
Board of Supervisors

By: *Sheila de Guerra*
Deputy

Date: 2-8-22

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO FORM:
RAY AROMATORIO
CEO/RISK MANAGEMENT

DocuSigned by:
By: *Johannah L. Hartley*
C156A3FB83F7434...
Deputy County Counsel

DocuSigned by:
By: *Ray Aromatorio*
D3DB8526E16F47E...
Ray Aromatorio
Risk Manager

APPROVED:

APPROVED

DocuSigned by:
By: *George Chapjian*
518A633ACF984E9...
George Chapjian, Director
Community Services Department
Development Division

DocuSigned by:
By: *Dinah Lockhart*
A4E9E220C38D471...
Dinah Lockhart, Deputy Director
Housing and Community
Development Division

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

DocuSigned by:
By: *Janette D. Pell*
1FBA9BD8738445E...
Janette D. Pell, Director
General Services Department

DocuSigned by:
By: *Julie Lawrence*
172790BF3B9D48C...
Julie Lawrence
Real Property Manager

(GOOD SAMARITAN signature continues on next page)

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Folio: 003998
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IN WITNESS WHEREOF, COUNTY and GOOD SAMARITAN have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

“GOOD SAMARITAN SHELTER”
a California public benefit 501(c)(3) nonprofit organization and existing under the laws of the State of California

DocuSigned by:

By: _____
30A0156ACCF04BA
Sylvia Barnard
Executive Director


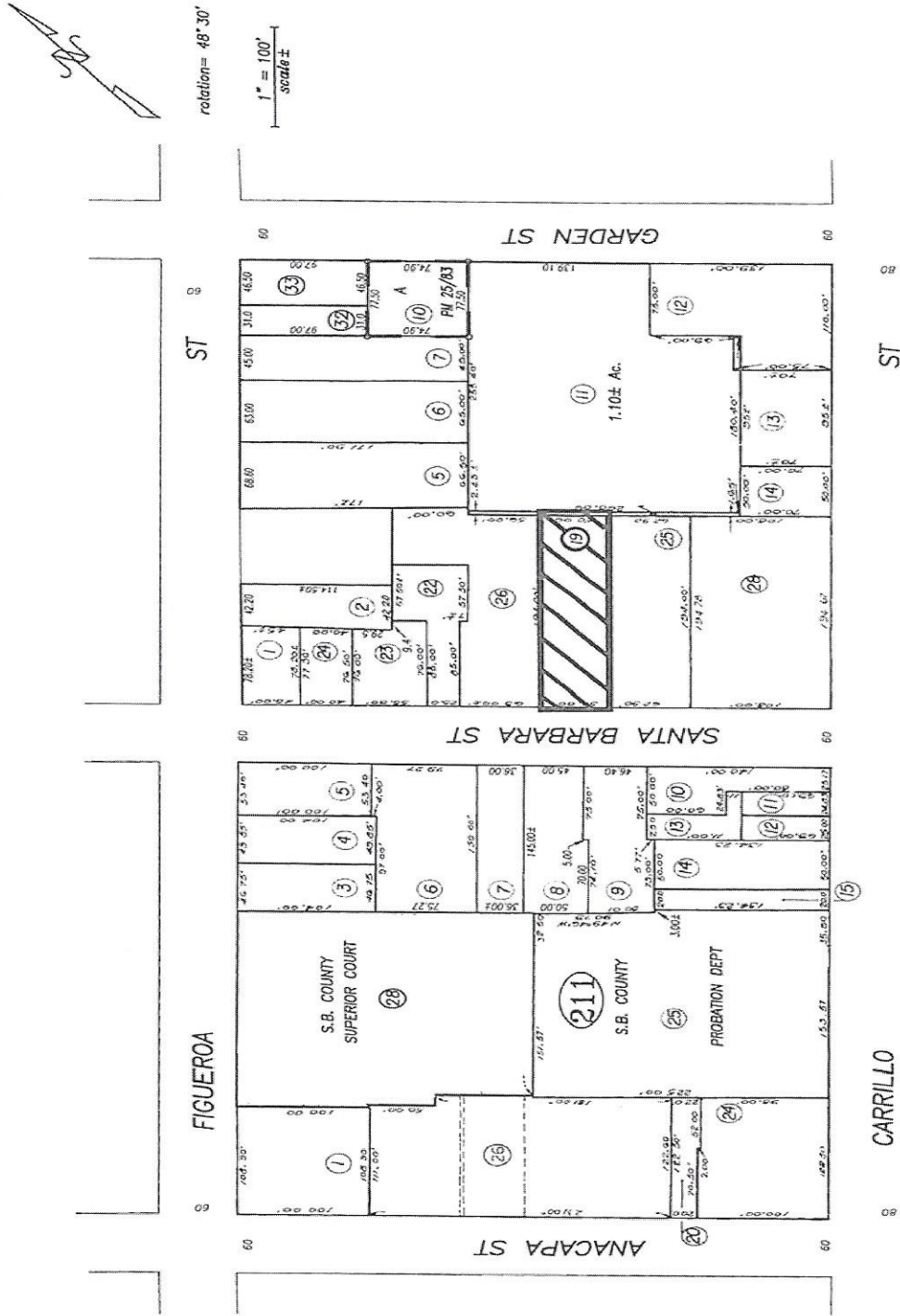

DocuSigned by:

By: _____
E3F4BF53E7F4CC...
Hector Giron
Chief Financial Officer

EXHIBIT A

The Property



 **APN 029-212-019**
1105 SANTA BARBARA STREET
SANTA BARBARA CALIFORNIA

City of Santa Barbara
 Assessor's Map Bk, 029 -Pg, 21
 County of Santa Barbara, Calif.

LD/13 211-02.mh 27 & 28

EXHIBIT B

Ingress & Egress

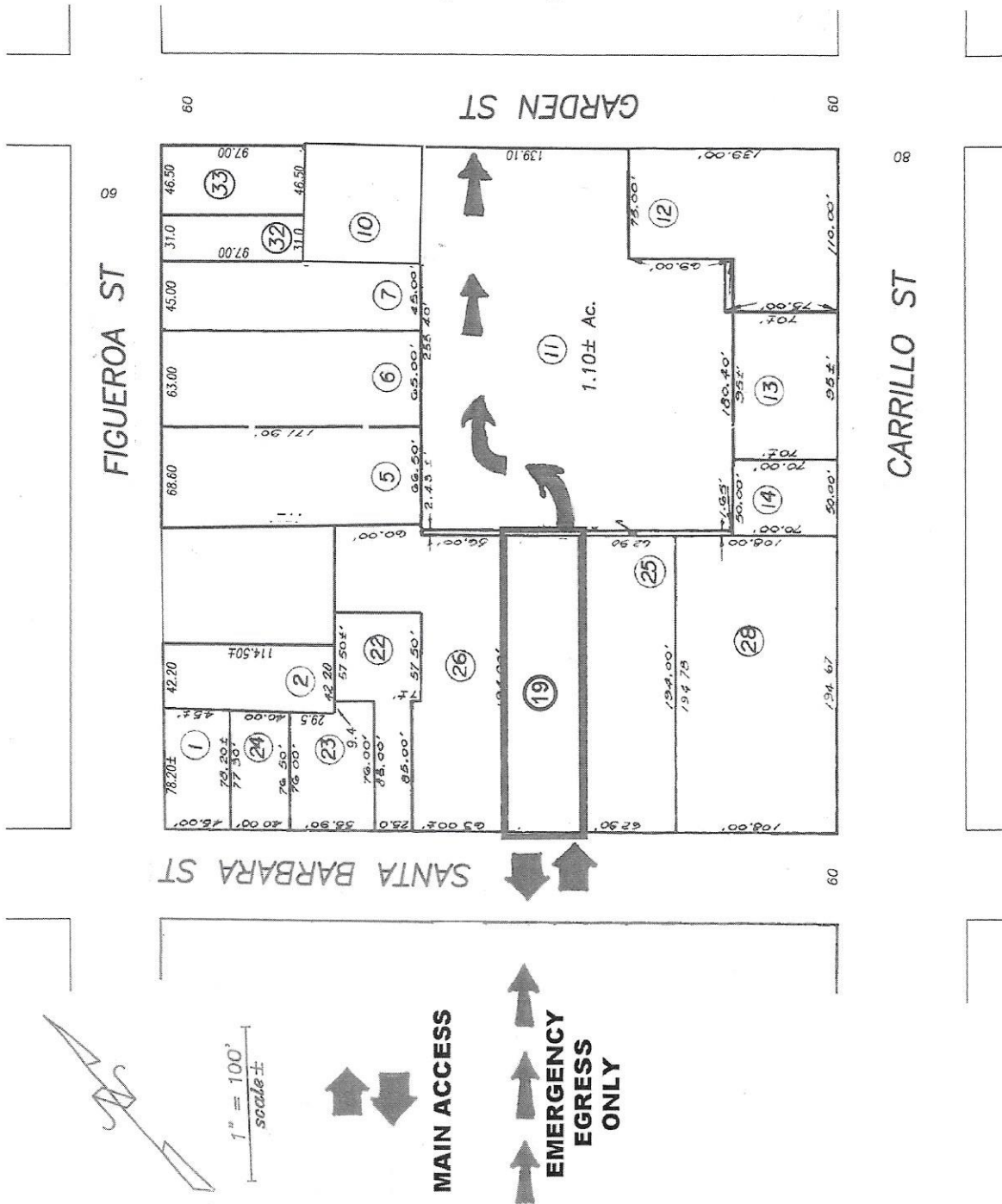


EXHIBIT C

MEMORANDUM OF UNDERSTANDING BETWEEN GOOD SAMARITAN AND DIGNITYMOVES

A. Parties

DignityMoves is a nonprofit public benefit corporation dedicated to building interim supportive housing solutions.

Good Samaritan is a nonprofit public benefit corporation based in Santa Barbara County, California. Good Samaritan currently operates several shelters and other programs for people experiencing homelessness across the County of Santa Barbara.

B. Purpose

The parties hereby enter into this Memorandum of Understanding (“MOU”) regarding the construction of a modular interim supportive housing community at 1016 Santa Barbara Street in Santa Barbara, CA (“The Project”).

C. Term

The term of this agreement shall commence on the signing of this MOU and shall continue until The Project is completed.

D. Overview

DignityMoves is developing a DignityMoves Community to be initially located at 1016 Santa Barbara Street. DignityMoves, the County of Santa Barbara, and Good Samaritan will partner to build and operate the site at this location for approximately 3 years, potentially longer.

E. DignityMoves Responsibilities

DignityMoves will serve as project manager for the development of the Project. Specifically DignityMoves will:

- Select the modular manufacturer(s) and other vendors for the Project;
- Select and manage the architect, general contractor, and other consultants to ensure the project is completed successfully;
- Obtain all necessary permits and authorization to construct the project;
- Review and approve all invoices, and direct Good Samaritan on invoices that need to be paid;
- Coordinate with the County of Santa Barbara, Good Samaritan, as well as various city and county departments to ensure the project is developed successfully;
- Actively fundraise for the completion of the Project, and direct those donations to Good Samaritan until the full cost of the Project has been raised;
- Assist the County of Santa Barbara and Good Samaritan in finding a subsequent location for the units when the Project at 1016 Santa Barbara Street comes to an end.

Any funds raised by DignityMoves over and above those monies needed to complete the construction of the Project shall be retained by DignityMoves.

F. Good Samaritan's Responsibilities:

Good Samaritan will be the recipient of the funds raised for the project, whether from the County of Santa Barbara or from private philanthropy. Good Samaritan will purchase the units, and will pay the construction costs not paid by the County, to the extent that there are sufficient fundraising funds. DignityMoves will be responsible for covering any shortfalls in units or constructions costs. Specifically, Good Samaritan will:

- Receive the donations that are directed to this project, and ensure that they are accounted for separately from Good Samaritan's other funds;
- Enter into contracts with the appropriate vendors as necessary, including but not limited to the General Contractor, the modular manufacturer, the electrical engineer, and other consultants related to the project as directed by DignityMoves;
- Pay all vendors in a timely manner;
- Support DignityMoves in the fundraising efforts related to this project, including but not limited to meeting with potential donors and providing supporting documents or marketing materials;
- Collaborate with the County of Santa Barbara and DignityMoves in finding a subsequent site for the units after the Project at 1016 Santa Barbara Street is concluded. It is the intention of the parties that the units continue to be utilized in Santa Barbara County for the duration of their functional life;

G. Insurance

- Prior to the start of construction, the parties will work together with their respective insurance brokers to determine which party is most appropriate to carry liability and other insurance during the construction phase of the project. If it is determined that as the owner of the units, the appropriate party is Good Samaritan, DignityMoves will reimburse Good Samaritan for the incremental cost of this insurance over and above their existing insurance policies.
- At the time of move-in, Good Samaritan will carry their standard liability insurance commensurate with their other shelter projects.

H. Flow of Funds

For clarity, the specific flow of funds will be as follows:

- Donations for this project will be sent directly to Good Samaritan, who will account for them separately from their other projects;
- DignityMoves will review all invoices from vendors, and instruct Good Samaritan to pay them as appropriate, from the funds that have been received as project donations;
- DignityMoves will ensure that sufficient funds are raised to cover the costs of the project as described herein, and will cover any shortfalls.

I. General Provisions

ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between DignityMoves and Good Samaritan and incorporates by reference other contracts in effect on the date of execution of this Agreement that are critical to establishing all the functions of the site and program, specifically including the Fiscal Sponsor Agreement dated xxx, 2021. The Agreement may not be amended, modified, or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party.

NOTICE

All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages.

CALIFORNIA LAW

The Agreement and all disputes or controversies arising out of or relating to the Agreement or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California.

NON-ASSIGNMENT

Neither the Agreement nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns.

NON-SEVERABILITY

If any provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

PUBLIC ANNOUNCEMENTS AND USE OF NAME AND LOGO

Both Good Samaritan and DignityMoves may use each other's name and logo for the purpose of promoting this project, and may make information about the DignityMoves Community public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents.

Signed:

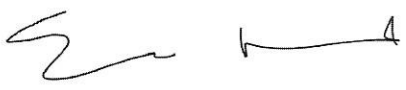

| Good Samaritan: | DignityMoves: |
|---|--|
|  |  |
| Sylvia Barnard | Elizabeth Funk |
| Date: 10/2/2021 | Date: 10/1/21 |

EXHIBIT D

Indemnification and Insurance Requirements

INDEMNIFICATION

GOOD SAMARITAN 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. GOOD SAMARITAN'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

GOOD SAMARITAN 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

GOOD SAMARITAN shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the GOOD SAMARITAN'S operation and use of the leased Property. The cost of such insurance shall be borne by GOOD SAMARITAN.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to lessees with employees).

3. **Property Insurance:** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision

If GOOD SAMARITAN maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by GOOD SAMARITAN. 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** – The COUNTY, its officers, officials, employees, 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 GOOD SAMARITAN 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 GOOD SAMARITAN 's insurance at (least as broad as ISO Form CG 20 10).
2. **Primary Coverage** – For any claims related to this contract, GOOD SAMARITAN'S insurance coverage shall be primary insurance 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 GOOD SAMARITAN'S insurance and shall not contribute with it.
3. **Legal Liability Coverage** – The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.
4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require GOOD SAMARITAN to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – GOOD SAMARITAN shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before occupying the Property. However, failure

to obtain the required documents prior to the work beginning shall not waive GOOD SAMARITAN'S obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **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. GOOD SAMARITAN 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.