

CONTRACTOR AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER
FOR SUPPORTIVE HOUSING
Community Corrections Partnership (CCP) Funding

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and Good Samaritan Shelter (herein called the "CONTRACTOR"), a California nonprofit organization, whose address is 245 E. Inger St. Suite 103B, Santa Maria, CA 93454.

WITNESSETH THAT:

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and competent to provide the housing and services required by the COUNTY;

WHEREAS, COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants and conditions herein set forth;

WHEREAS, the CONTRACTOR shall provide services for Supportive Housing Project funded by the Community Corrections Partnership;

WHEREAS, CONTRACTOR's time of performance will begin on July 1, 2022 ("Operating Start Date") and end June 30, 2023; and

WHEREAS, any funds made available by this Agreement not expended by June 30, 2023 shall no longer be available to the CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto that:

I. SCOPE OF SERVICES

A. General

All services under this Agreement shall be provided in Santa Barbara County as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services will be provided under the supervision of CONTRACTOR's Executive Director who shall ensure that the background and qualifications of CONTRACTOR's staff providing services meet the minimum standards established by pertinent licensing bodies, as applicable.

B. Services

1. Eligible Activities

Activities funded by this Agreement include the operation of transitional housing and provision of supportive services at three locations: and 1) Lincoln House, 1404 Lincoln Street, Santa Maria, 93458 and 2) Elmwood House, 1933 Elmwood Drive, Santa Maria, CA 93455 and 3) Step Down Housing, 421 N. Alisos Street, Santa Barbara, CA 93103 as set forth in Exhibit A.

C. Staffing

Only the salary and benefits for the positions listed in the budget in Exhibit B, if any, are eligible for reimbursement. Any changes in the positions whose salary and benefits are eligible for reimbursement under this Agreement shall be approved in writing by CSD through an amendment to the budget in Exhibit B. All services shall be performed by CONTRACTOR or under CONTRACTOR's supervision. CONTRACTOR represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. CONTRACTOR and its contractors and subcontractors shall perform all services in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

All services shall be performed by qualified and experienced personnel who are not employed by COUNTY or the State. CONTRACTOR represents and warrants that the services to be performed will conform to the requirements of this Agreement; all applicable federal, state and local laws; and the highest professional standards.

CONTRACTOR represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect during the term hereof, at their sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of CONTRACTOR to practice their professions.

D. Levels of Accomplishment – Goals and Performance Measures

CONTRACTOR shall report performance data to COUNTY quarterly, in accordance with Sections VII.B.1, VII.B.2, and VII.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and as required by the COUNTY and in the April 19, 2022 CCP NOFA.

E. Performance Monitoring

CONTRACTOR shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of CONTRACTOR as set forth in the Agreement and in the April 19, 2022 CCP NOFA. COUNTY may monitor the performance of CONTRACTOR against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. CONTRACTOR's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by CONTRACTOR within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

II. TERM

A. Time of Performance

This Agreement shall begin on July 1, 2022 (Operating Start Date) and shall terminate on June 30, 2023, unless suspended or terminated earlier or there is funding available for any reason. All work to be performed hereunder and set out in the Scope of Services may commence on the Operating Start Date, July 1, 2022, and shall be completed by June 30, 2023. Any funds not expended by June 30, 2023 will no longer be available to the CONTRACTOR.

B. Close-outs

CONTRACTOR's obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing of program assets (including the return of all unused materials, equipment, and accounts receivable to COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that CONTRACTOR has control over funds,

including program income. All program assets (unexpended program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

III. BUDGET

The budget for CONTRACTOR's services, shall be as set forth in Exhibit B to this Agreement. COUNTY may require a more detailed budget breakdown than the one contained herein, and CONTRACTOR shall provide such supplementary budget information within one (1) week of COUNTY's request and in the form and content prescribed by COUNTY. Any amendments to the budget shall require prior written approval in accordance with Section VI.E.

CONTRACTOR represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the Public Safety Realignment funding and in the April 19, 2022 CCP NOFA. These items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor CONTRACTOR's performance under this Agreement.

CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$400,000**. Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. No less than once per quarter CONTRACTOR may request reimbursement for its expenditures. CONTRACTOR shall submit a completed Expenditure Summary and Payment Request (ESPR) together with proper support documentation for services described in Sections I.A and I.B and staff salaries and benefits described in Section I.C and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced or billed except for expenditures authorized in the budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review the claim and shall reimburse CONTRACTOR for allowable costs within thirty (30) days after receiving CONTRACTOR's complete and correct payment request.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Notices may be sent by facsimile or other electronic means if the party to be noticed consents to the delivery of the notice by facsimile or such electronic means and if the party required to give notice delivers such notice via mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice delivered or sent as aforesaid shall be effective on the date of personal delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Notices and other written communications concerning this Agreement shall be directed to the following representatives:

COUNTY
Dinah Lockhart, Deputy Director

CONTRACTOR
Sylvia Barnard, Executive Director

County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Office: (805) 568-3520
Fax: (805) 560-1091

Good Samaritan Shelter
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Office: (805) 331-0877
Fax: (805) 653-0813

VI. GENERAL CONDITIONS

A. General Compliance

CONTRACTOR agrees to comply with applicable federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding involving CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between CONTRACTOR and COUNTY. CONTRACTOR will be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending funds provided under this agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. CONTRACTOR shall at all times remain an independent contractor with respect to services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by federal, state, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty if any. These taxes shall include, but not be limited to, the following: Federal Insurance Contributions Act (FICA) tax, unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance. In addition, CONTRACTOR understands and acknowledges that neither it nor its employees or subcontractors shall be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

C. Insurance and Indemnification

CONTRACTOR shall comply with the insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto and incorporated herein as Exhibit E.

D. Workers' Compensation

CONTRACTOR shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in Exhibit E.

E. Changes or Amendments

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by COUNTY and CONTRACTOR. COUNTY and CONTRACTOR may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release COUNTY or CONTRACTOR from its obligations under this Agreement that are not changed by the amendment. CONTRACTOR agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal,

state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

If this Agreement is executed on behalf of COUNTY by the County Purchasing Agent (or designee) or the Director of CSD (or designee) or both, the same duly authorized representative(s) shall execute any amendments to this Agreement in the same fashion subject to all other applicable requirements set forth herein. If this Agreement is approved by the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of COUNTY, any amendments to this Agreement must be approved and executed in the same manner, except the Director of CSD or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY to make any one or more of the following changes:

1. Changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to revisions to the amounts in each Budget line item not in excess of ten percent (10%), provided that the overall total contract maximum amount of the Agreement is not increased. In no event shall an amendment be made pursuant to this subsection VI.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.
2. Administrative changes to the Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

F. Suspension or Termination

COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any terms of the Agreement, which include but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of CONTRACTOR to fulfill its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

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

- a. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement

under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

- c. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is given by COUNTY, unless the notice directs otherwise.

2. **Termination by CONTRACTOR**

Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at SUPRECIPIENT's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

3. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain.
4. If the State demands reimbursement from COUNTY for COUNTY's payments to CONTRACTOR due to CONTRACTOR's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in applications, or notices of awards, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, CONTRACTOR shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. **Accounting Standards**

CONTRACTOR agrees to adhere to the accounting principles and procedures required and utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. **Indirect Costs**

CONTRACTOR may charge indirect costs under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs.

3. **Travel**

CONTRACTOR shall obtain written approval from COUNTY for the use of any funds provided under this Agreement for the reimbursement of any costs incurred for travel outside the County of Santa Barbara.

B. Documentation and Record Keeping

1. **Records to Be Maintained**

CONTRACTOR shall comply with all reporting requirements of COUNTY and shall maintain all required records and all other records that are pertinent to the activities to be funded under this Agreement. CONTRACTOR agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards. CONTRACTOR further agrees that the State and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records establishing that CONTRACTOR followed written intake procedures for referral from the Santa Barbara County Probation Department;
- b. Records providing a full description of each activity undertaken;
- c. Records required to determine the eligibility of activities;
- d. Records supporting disbursements of funds for the performance of eligible activities; and
- e. Financial records as required by the Public Safety Realignment Plan.

2. Client Data

- a. CONTRACTOR shall collect and maintain client data demonstrating client eligibility for services. Such data shall include, but not be limited to, client name, address, homeless status or other basis for determining eligibility, and descriptions of services provided.
- b. CONTRACTOR shall enter all client data in the COUNTY's Homeless Management Information System (HMIS) for continuity across supportive housing programs.

3. Retention

- a. CONTRACTOR shall retain all records required by or pertinent to this Agreement for five (5) years. The five-year retention period begins on the date of the termination of this Agreement. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes or other actions that involve any of the records and that has started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.
- b. CONTRACTOR agrees that COUNTY, State HCD or their designees shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. The CONTRACTOR agrees to provide the COUNTY, State HCD or their designees with any relevant information requested. The CONTRACTOR agrees to permit COUNTY, State HCD or their designees' access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Agreement.

4. Ownership of Documents

Each and every report, draft, map, record, plan, document and other writing (hereinafter "Documents") produced, prepared or caused to be produced or prepared by CONTRACTOR, its officers, employees, agents, representatives, contractors and subcontractors, in the course of performing this Agreement, shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such materials in its sole discretion without further compensation to CONTRACTOR or any other party. CONTRACTOR shall, at CONTRACTOR's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

5. Disclosure

CONTRACTOR understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY or CONTRACTOR's responsibilities with respect to services provided under this Agreement, may be prohibited under federal or state law unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. COUNTY shall disclose any information required by state or federal law, unless there is an applicable exception.

6. Audits and Inspections

Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the CONTRACTOR within 30 days after receipt by CONTRACTOR unless a longer time period is agreed upon in writing by the COUNTY.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

CONTRACTOR agrees to maintain all records required by or pertinent to this Agreement for possible audit by the State and its designated representatives for a minimum of five (5) years from the expiration date of this Agreement.

7. Access to Records

CONTRACTOR shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by COUNTY, State, or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement.

C. Reports

CONTRACTOR shall provide COUNTY with a CCP Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the twentieth day of July, October, January, and April, setting forth its activities for the previous quarter. Further, should additional reports be required, CONTRACTOR agrees to submit in a timely fashion in a manner and format approved by the COUNTY.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

During the performance of this Agreement, CONTRACTOR shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C., § 3601 et seq.); Title I of the Housing and Community Development Act of 1974 (42 U.S.C., § 5301 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C., § 12101 et seq.); the Age Discrimination Act of 1975 (42 U.S.C., § 6101 et seq.); Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and all implementing regulations, and all as may be amended. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

B. Employment Restrictions

1. Labor Standards Requirements

CONTRACTOR shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY.

C. Conduct

1. Assignability

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY thereto and any attempt to so assign or so transfer without such consent shall be voidable by COUNTY and without legal effect and shall constitute grounds for termination; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to COUNTY.

2. Contracts and Subcontracts

a. Approvals

CONTRACTOR shall not enter into any contracts or subcontracts with any agency or individual to perform services under this Agreement, in whole or in part, without the written consent of COUNTY prior to the execution of such agreement. A Contractor or subcontractor is not eligible to receive funds if the Contractor is not licensed and in good standing in the State of California.

b. Monitoring

CONTRACTOR will monitor all contracted and subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. CONTRACTOR shall retain all written reports and submit such reports upon COUNTY's request.

c. Content

CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed by a contractor or subcontractor for that contractor's or subcontractor's performance of this Agreement.

d. Selection Process

CONTRACTOR shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all contracts

and subcontracts shall be forwarded to COUNTY along with documentation concerning the selection process.

e. Insurance

CONTRACTOR shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement comply with minimum State-required Worker's Compensation insurance and all insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto and incorporated herein as Exhibit E.

3. Conflicts of Interest

CONTRACTOR agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of Government Code section 1090 and Public Contract Code, sections 10410 et seq., for State conflict of interest requirements.

- a. Employees of the CONTRACTOR shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to, any applicable conflict of interest provisions of the California Political Reform Act of 1974, Government Code sections 81000 et seq.
- b. The provision of any type or amount of assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by CONTRACTOR, or a parent or subsidiary of CONTRACTOR.
- c. CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts.
- d. No employee, officer, agent or consultant of CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by funds provided by this Agreement if a conflict of interest, real or apparent, would be involved.
- e. No covered persons who exercise or have exercised any functions or responsibilities with respect to State CCP-funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the State CCP-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the State CCP-funded activity, or with respect to the proceeds derived from the State CCP-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of STATE, COUNTY, CONTRACTOR, or any designated public agency.

CONTRACTOR must promptly disclose to the COUNTY, in writing, any potential conflict of interest.

4. Copyright

If this Agreement results in any material, works or inventions that may be protected by copyright, trademark, or patent, COUNTY and/or State, reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the materials, works or inventions for governmental purposes.

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

5. Religious Activities

CONTRACTOR agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited, such as worship, religious instruction, or proselytization. CONTRACTOR shall not require, as a condition of receiving services/ housing provided by CONTRACTOR under this agreement, participation in any religious or philosophical ritual, service, meeting or rite.

6. Conditions for Religious Organizations

If CONTRACTOR represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, CONTRACTOR agrees that:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
- b. It will not discriminate against any person applying for services under this Agreement on the basis of religion and will not limit services under this Agreement or give preference to persons on the basis of religion; and
- c. It will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing, and exert no other religious influence in the provision of services under this Agreement.

7. Drug-Free Workplace

Certification of Compliance: By signing this Agreement, CONTRACTOR and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code sections 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and

specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355, subdivision (a)(1).

- b. Establish a drug-free awareness program, as required by California Government Code section 8355, subdivision (a)(2), to inform employees, contractors, or subcontractors about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR'S policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required by California Government Code section 8355, subdivision (a)(3), that every employee and/or subcontractor who works under this Agreement:
 - 1. Will receive a copy of CONTRACTOR'S drug-free policy statement, and
 - 2. Will agree to abide by terms of CONTRACTOR'S condition of employment of subcontract.

8. Child Support Compliance Act

For any CONTRACTOR Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with California Public Contract Code section 7110, that:

- a. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited, to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the California Family Code; and
- b. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

IX. ENVIRONMENTAL CONDITIONS

A. Minimum Standards

1. Transitional Housing

CONTRACTOR agrees to comply with the requirements of 24 CFR 578 for transitional housing with respect to structures and materials, access, space and security, interior air quality, water supply, sanitary facilities, thermal environment, illumination and electricity, food preparation, sanitary conditions and fire safety. While the CCP program is not regulated by 24 CFR 578, those are the standards that shall be referenced for determining habitability.

B. California Environmental Quality Act

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). CONTRACTOR assumes responsibility for fully complying with CEQA's requirements regarding the Project.

X. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable, then such provision shall be deemed severable from the remaining provisions hereof, and, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not affect the meaning, construction or effect of the terms of this Agreement.

XII. WAIVER

COUNTY's delay or failure to act with respect to a breach by the CONTRACTOR shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the CONTRACTOR for the use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the CONTRACTOR with respect to this Agreement. Each party waives the future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or change by any oral agreements, course of conduct, waiver or estoppel.

XIV. REMEDIES NOT EXCLUSIVE

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

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

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

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms

represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.


XX. PRECEDENCE

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

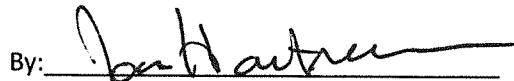
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

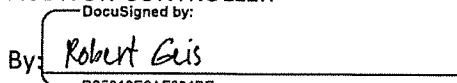
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

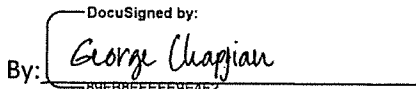
By: 
Deputy Clerk

"COUNTY"
COUNTY OF SANTA BARBARA:

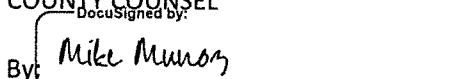
By: 
Joan Hartmann, Chair
Board of Supervisors

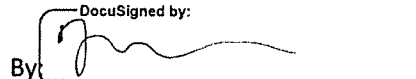
APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
By: 
Deputy Auditor-Controller

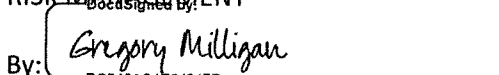
DocuSigned by:
By: 
George Chapjian
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: 
Deputy County Counsel

DocuSigned by:
By: 
Tanja Heitman
Chief Probation Officer

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

DocuSigned by:
By: 
Risk Manager

"CONTRACTOR"
Good Samaritan Shelter

DocuSigned by:
BY: *Sylvia Barnard*
FB90BA97CA34C1...
Sylvia Barnard, Executive Director

EXHIBIT A

Scope of Services

Supporting Housing Services Project

Agency:	Good Samaritan Shelter
Project Title:	Good Samaritan Shelter CCP Program
Agreement Amount:	\$400,000
Time of Performance:	July 1, 2022 – June 30, 2023
Housing Type	Transitional Housing with Supportive Services

A. INTRODUCTION

This Scope of Services is attached to and incorporated into the Contractor Agreement between the County of Santa Barbara (“COUNTY”) and Good Samaritan Shelter (“CONTRACTOR”) as referenced in the Agreement. The purpose of this Scope of Services is an effort to provide funding for supportive housing for justice-involved individuals reentering the community following a period of incarceration. The goal is to increase housing access for this population. Good Samaritan Shelter shall provide 20 beds for the Supportive Housing project for justice-involved persons through the funding provided through the Community Corrections Partnership. The 20 beds shall be distributed throughout three locations; 1) Lincoln House, 1404 Lincoln Street, Santa Maria, 93458 (8 male beds) and 2) Elmwood House, 1933 Elmwood Drive, Santa Maria, CA 93455(4 female beds), and 3) Step Down Housing, 421 N. Alisos Street, Santa Barbara, CA 93103 (8 beds to fit either gender category).

B. PROJECT DESCRIPTION

1. Purpose

The CCP Program model is designed to foster a sober living environment with supportive services that encourage justice-involved participants to stabilize in housing and employment with the ultimate goal of achieving self-sufficiency as they re-enter back into the community while reducing recidivism. With a structured living environment that includes drug testing, intensive case management, referrals and engagement with treatment, employment assistance, and rapid re-housing support, CONTRACTOR’s model best supports the goals of the Community Corrections Partnership. COUNTY’s expectation is that participants shall comply with the project and work with CONTRACTOR’s Case Manager to meet the goals of an individualized service plan that shall be developed within the first week of intake into the CCP Program. This project shall provide 20 beds.

2. Services

a. All participants shall be offered transitional housing with supportive services, including, but not limited to, comprehensive and assertive one-on-one case management and transportation. Staff shall strive to build strong and trusting relationships that respect the current circumstances of each participant. Services shall be trauma-informed and strengths-based with the long-term goal of developing participant independence and fostering a smooth reintegration into the community.

Staff have been trained in Seeking Safety, Matrix, Motivational Interviewing, and Trauma Resiliency Model evidence-based interventions and shall applying this training to supportive services provided. CONTRACTOR shall provide additional training to staff as needed for delivering direct services.

3. Levels of Accomplishment

a. Goals

CONTRACTOR shall provide the following levels of services during the term of the Agreement:

Supportive Housing

	Goal
Unduplicated number of referred justice-involved persons served	45
Number of instances of service (all services must be documented)	10,000

b. Performance Measures

CONTRACTOR shall meet the following performance measures during the term of the Agreement:

Supportive Housing

	Goal
Unduplicated number of referred justice-involved persons served	45
Number of ISP's (goals) to be developed	200
% of the unduplicated number who will achieve employment	55
% of ISP (Individual Service Plan) goals that will be met	60
% of participants projected to leave the program	30

C. DATA COLLECTION AND REPORTING

1. General

Data collection must be completed in accordance with the CCP Notice of Funding Availability issued April 19, 2022 and in sufficient detail to determine CONTRACTOR's progress in meeting the goals and performance measures as set forth in Section B.3, above. CONTRACTOR shall use the Homeless Management Information System to provide continuity across supportive housing programs.

2. Report Schedule

Status Reports are due according to the following schedule:

Period	Due Date
July 1, 2022 – September 30, 2023	October 20, 2023
October 1, 2022 – December 31, 2023	January 20, 2023
January 1, 2023 – March 31, 2023	April 20, 2023
April 1, 2023 – June 30, 2023	July 20, 2023

Disbursement of funds is contingent upon receipt of Status Reports.

3. Report Content

Status Reports must contain the following:

- a. Performance Reports generated from the Santa Barbara County Homeless Management Information System (HMIS);
- b. Data on goals and permanent measures as set forth in Section B.3, above;
- c. Data on funding received by CONTRACTOR from all sources for the services provided under this Agreement; and
- d. Signature of CONTRACTOR's Executive Director or his or her designee attesting to the accuracy of the information submitted.

EXHIBIT B

Budget and Payment Procedures

Project Title: Good Samaritan Shelter CCP Program
Agreement Amount: \$400,000.00
Term: July 1, 2022- June 30, 2023

D. INTRODUCTION

This Budget and Payment Procedures is attached to and incorporated into the Contractor Agreement between the County of Santa Barbara ("COUNTY") and Good Samaritan Shelter ("CONTRACTOR") as referenced in the Agreement. The purpose of this Budget and Payment Procedures is to further describe the requirements referenced in Sections I.C., III., and IV. of the Agreement.

E. BUDGET

Exhibit B – Attachment 1 represents the Project Revenue Budget, detailing sources of match documentation.

Exhibit B – Attachment 2 represents the Project Expenditure Budget, detailing lines items to be reimbursed by funds provided under the Agreement.

Changes to Revenue or Expenditure line items require an approved Budget Amendment. The overall amount of funds to be provided under the Agreement shall not be changed.

F. PAYMENT REQUESTS

Payment requests must include the following:

1. Expenditure Summary and Payment Request (ESPR) form, a sample of which is found on Exhibit C, containing an itemized list of expenditures to be reimbursed by funds made available under the Agreement. Adequate documentation of all eligible expenditures must be included in each reimbursement request.
2. Supporting documentation:
 - Third-party invoices or receipts
 - Copies of cancelled checks
 - Payroll registers and time and activity sheets
 - Copies of leases and rent comparability documentation for financial and rental assistance requests

Exhibit B- Attachment 1



Community Corrections Partnership

Project Budget - Revenues (12 Month Budget)

Project Title Good Samaritan Shelter CCP Program
 Applicant Name Good Samaritan Shelter
 CCP Award _____ Budget Term: July 1, 2022 - June 30, 2023

Component	Requested Amount
One Year Supportive Housing	\$ 400,000.00
Capital (Brick and Mortar)	
TOTAL	\$ 400,000

Revenue and Expense budgets should reflect the *entire program budget* for the specific project for which CCP funds were awarded. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds".

Revenue

Source	Budget	CCP Funds	Other
CCP Program (This grant)	\$ 400,000	\$ 400,000	
CDBG - Cities			
CDBG - County			
CoC Program			
ESG - County			
HOME - Cities			
HOME - County			
<i>Other Federal Funds (specify program below)</i>			
<i>Other State Funds (specify program below)</i>			
County Human Services Funds			
Other Local Funds: County and City of SB general Funds			
Private Trusts and Foundation Funds			
Fundraising Events			
Donations			
Client Fees			
<i>Other (specify source below)</i>			
Total Revenue	\$ 400,000	\$ 400,000	\$ -

Exhibit B- Attachment 2



Community Corrections Partnership
 Project Budget - Expenses (12 Month Budget)

Project Title Good Samaritan Shelter CCP Program
 Applicant Name Good Samaritan Shelter

Expenses

Budget Term: July 1, 2022 - June 30, 2023

Expense	Total Program Budget	CCP Program	
		Supportive Housing	Other
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.			
Program Manager .75FTE @ 100% @ \$66,560/year	\$ 48,568	\$ 48,568	
Case Manager 1FTE @ 100% @ \$49,920/year	\$ 49,920	\$ 49,920	
Transporter - 1FTE @100% @ 41,600/year	\$ 41,600	\$ 41,600	
House Assistants- .75FTE @100% @ 39520/year	\$ 29,640	\$ 29,640	
CSL Supervisor - 1 FTE @.02% @ 93,600/year	\$ 1,872	\$ 1,872	
	\$ -		
	\$ -		
Employee Benefits and Payroll Taxes 30%	\$ 51,480	\$ 51,480	
Client Services and Direct Assistance			
Rental Assistance	\$ -		
Security Deposits	\$ -		
Utility Assistance	\$ -		
Moving costs	\$ -		
Financial Assistance to C Clients	\$ -		
Homeless Management Information System (HMIS)	\$ -		
Rehabilitation	\$ -		
Acquisition	\$ -		
Other (Please specify):	\$ -		
Consultants and Contracts (Includes AmeriCorps)	\$ 7,500	\$ 7,500	
Drug Testing	\$ 1,100	\$ 1,100	
Facility Rent and Maintenance	\$ 66,000	\$ 66,000	
Telephone, Fax, Internet and Utilities	\$ 21,000	\$ 21,000	
Supplies (includes General, Food, and Office Supplies)	\$ 20,420	\$ 20,420	
Postage and Shipping	\$ -		
Marketing	\$ -		
Travel, Mileage, and Training (Includes Gas and Vehicle Expense)	\$ 11,500	\$ 11,500	
Equipment Rental and Maintenance	\$ -		
License and Permits	\$ 1,900	\$ 1,900	
Insurance	\$ 7,500	\$ 7,500	
Other (specify below)			
Rapid Rehousing	\$ -		\$ -
Indirect Costs (Maximum 10% of Grant)	\$ 40,000	\$ 40,000	
Total Expenses	\$ 400,000	\$ 400,000	

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Community Corrections Partnerships (CCP) Program
County of Santa Barbara Community Services Department

Agency Name: Good Samaritan Shelter DUNS #: _____
 Project Name: Good Samaritan Shelter CCP Program
 Address: 245 Inger Drive, Santa Maria, CA 93454
 Contact Person: Sylvia Barnard Title: Executive Director
 Email Address: goodsamshelter@gmail.com Phone #: 805-331-0877
 PO/Contract #: _____
 HCD Project #: _____
 IDIS Project ID: _____

Submit completed ESPR and required documentation to:
 Staff Person: Miriam E. Moreno Title: Housing Program Specialist
 Email Address: mmoreno@co.santa-barbara.ca.us Phone #: 805-963-4458

Grant Budget and Expenditures

Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Supportive Housing	Services	\$ 223,080.00	\$ -	\$ -	\$ 223,080.00
Supportive Housing	Operations	\$ 136,920.00	\$ -	\$ -	\$ 136,920.00
Supportive Housing	Indirect costs	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
TOTAL		\$ 400,000.00	\$ -	\$ -	\$ 400,000.00

Check this box if this is the final payment.

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

Manager / Fiscal Officer _____
 Name _____ Title _____
 Signature _____ Date _____

Administrator / Executive Director _____
 Name _____ Title _____
 Signature _____ Date _____

EXHIBIT D

CCP Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Miriam E. Moreno, Housing Program Specialist by email to mmoreno@co.santa-barbara.ca.us or fax to (805) 560-1091.

- Quarter 1** 7/1/22-9/30/22
 Quarter 2 10/1/22 – 12/31/22
 Quarter 3 1/1/23–3/31/23
 Quarter 4 4/1/23 – 6/30/23

Agency Good Samaritan Shelter Contact Person Sylvia Barnard, Executive Director
 Project Good Samaritan Shelter CCP Program Phone Number 805-331-0877
 Contract # _____ Email Address goodsamshelter@gmail.com

1. APR Contractor Report

Generate an APR Contractor Reports from the Santa Barbara County Homeless Management Information System for the reporting period and attach a print-out to this report.

2. Accomplishments

Goals

	Goal	Quarter	Program-to-Date
SUPPORTIVE HOUSING			
Unduplicated number of referred justice involved persons served	45		
Number of instances of service (all services must be documented and reported)	10,000		

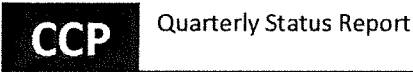
Performance Measures - Overall

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
Unduplicated number of referred justice involved persons served	45						
% of the unduplicated number who will achieve employment	55%						
Number of ISP's (goals) to be developed	200						
% of ISP that will successfully completed (goals)	60%						
% of participants projected to lave the program	30%						

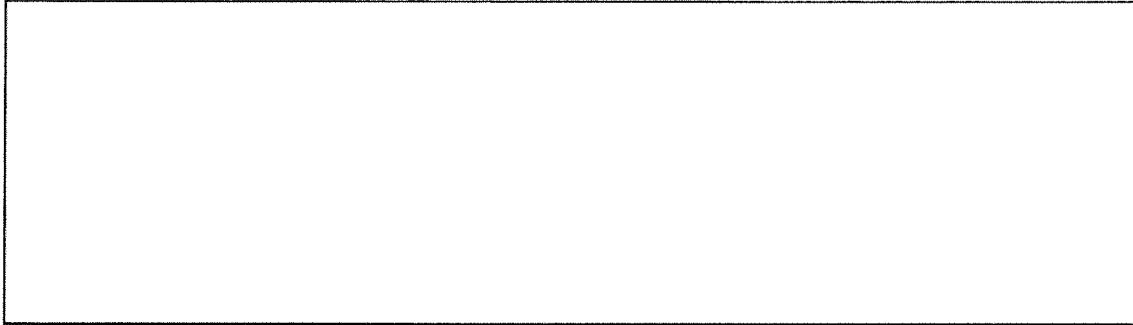
Narrative (Attach additional pages, as needed)

- Describe the project's progress in meeting the goals and performance measures as set forth in the Contractor Agreement. If the project is not performing as planned, provide an explanation.
- Describe the alignment between CCP Supportive Housing activities and The Public Safety Realignment Plan.

EXHIBIT D



County of Santa Barbara
Community Services Department



3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
RACE		
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
Totals in RACE		
ETHNICITY		
Hispanic or Latino ²		
Not Hispanic or Latino		
Totals in ETHNICITY		

4. Project Funding

Report funding received for the **project** during the quarter and year-to-date by source.

HUD Funds

	Amount
ESG	\$
CDBG – County	\$
CDBG – Other	\$

¹ Totals in race and Ethnicity must be equal to each other. Please state a Race and Ethnicity for each client.

² Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

EXHIBIT D



Quarterly Status Report

County of Santa Barbara
Community Services Department

HOME	\$	
HOPWA	\$	
Total	\$	

Other Funds

		Amount
Other Federal Funds	\$	
State Funds (including CCP)	\$	
Local Funds	\$	
Private Funds	\$	
Other Funds (<i>Specify fund source below</i>)	\$	
	\$	
	\$	
Total	\$	

5. Additional Comments

Provide any additional comments on areas of this report that need explanation.

6. Submission Certification

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

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT E

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

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers' compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, CONTRACTOR, or any other person, firm or corporation, under the terms of any workers' compensation policy of insurance. Each party shall have its Workers' Compensation policy endorsed with a waiver of subrogation in favor of the other party for all work performed by the either party, its officers, directors, employees and agents. **Each party shall provide the other party with the required insurance endorsement that amends the workers' compensation insurance policy.**
5. As respects all workers' compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and CONTRACTOR, each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

8. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
10. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
12. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.