



TO: Mayor and Councilmembers

SUBMITTED BY: JoAnne Plummer, Neighborhood Services Director

PREPARED BY: Chuck Flacks, Homelessness Services Coordinator

SUBJECT: Amendment No.1 to Professional Services Agreement with Good Samaritan Shelter Hedges House of Hope for Interim Housing Beds

RECOMMENDATION:

Authorize the City Manager to execute Amendment No.1 to Professional Services Agreement No. 2025-071 with Good Samaritan Shelter Hedges House of Hope to provide interim housing beds for a total not-to-exceed amount of \$245,280.

BACKGROUND:

The City has provided interim housing beds on Cacique Street in Santa Barbara since 2019. Interim housing offers a temporary alternative to living unsheltered and can help individuals experiencing homelessness transition into permanent housing. Since 2019, the availability of interim housing has expanded beyond Santa Barbara into the Goleta Valley and Isla Vista areas.

In fall 2023, Good Samaritan Shelter opened a low-barrier, housing first interim housing facility, Hedges House of Hope, located at 6549 El Colegio Road in Isla Vista. On January 1, 2024, the City entered into a Professional Services Agreement with Good Samaritan Shelter for four (4) interim housing beds at Hedges House of Hope with a termination date of June 30, 2025.

On June 17, 2025, the City entered into a new two-year Professional Services Agreement, Agreement No. 2025-071, with Good Samaritan Shelter for four interim housing beds. The agreement established a rate of \$66 per bed, per night, for Fiscal Year 2025-26 and \$68 per bed, per night, for Fiscal Year 2026-27.

In addition, since 2019 the City of Goleta had also maintained an agreement with People Assisting the Homeless (PATH), a homelessness services provider, for two interim housing beds at PATH's facility located at 816 Cacique Street in Santa Barbara. However, on October 28, 2025, PATH officially terminated its Professional Services Agreement with

the City for two interim housing beds, effective December 31, 2025, and no longer operates the facility.

Over the past several months, staff have attempted to enter into a new service agreement with the new operator or owner of the Cacique Street interim housing site. Staff continued to work with both the new service provider and the property owner, the City of Santa Barbara, and explored a variety of options. However, the parties were unable to reach fiscal terms that staff determined were in the best interest of the City of Goleta. The proposal received included a per-bed increase of \$28 per day, which would result in an annual net increase of \$20,440.

As a result of the proposed cost increase for the two additional interim housing beds needed to replace the services previously provided by PATH, staff requested a proposal from Good Samaritan Shelter to expand services. Good Samaritan Shelter agreed to maintain its current fee of \$68 per bed per night and expand its capacity to offer two additional interim housing beds to Goleta's unhoused residents.

DISCUSSION:

A key objective of the City's Homelessness Strategic Plan is to support pathways to housing for people experiencing homelessness. For many individuals, interim housing serves as an important temporary step toward permanent housing. Interim housing provides a stable setting where participants can receive housing navigation services and may also access supportive services such as alcohol and drug treatment, mental health treatment, employment preparation, budgeting assistance, and basic household management skills.

Following the change in operator at the former PATH interim housing facility at 816 Cacique Street in Santa Barbara, now operating as Casa Cacique, the proposed cost for services was established at \$96 per bed, per night. At that rate, the cost for two beds in Fiscal Year 2026-27 would be \$70,080.

The Neighborhood Services Department's original budget for the two beds at 816 Cacique Street under Agreement No. 2025-076 was \$97,820 over two fiscal years, including \$48,180 in Fiscal Year 2025-26 and \$49,640 in Fiscal Year 2026-27.

Based on the proposed Fiscal Year 2026-27 budget, the Neighborhood Services Department determined that the cost increase was too high, particularly given the opportunity to retain two additional beds at Hedges House of Hope at the original rate of \$68 per bed, per night. Therefore, staff recommend increasing the Professional Services Agreement with Good Samaritan by \$49,640 for a new total not-to-exceed amount of \$245,280. Amendment No. 1 to Agreement No. 2025-071 is provided as Attachment 1.

Future procurement of interim housing beds beyond Fiscal Year 2026-27 will require a formal process to receive and review proposals and execute new agreements with the approved vendor or vendors. Any future procurement will also be dependent on available budget.

GOLETA STRATEGIC PLAN:

City-Wide Initiative: 2. Support Community Vitality and Enhanced Recreational Opportunities

Strategic Goal: 2.1 Provide community development for neighborhoods and social welfare assistance for disadvantaged and/or marginalized groups

FISCAL IMPACTS:

There is ample funding in the proposed FY 2026-27 Homelessness Services Division budget, which aligns with the cost proposal provided last fiscal year. No new funding is requested to maintain the current level of service.

ALTERNATIVES:

The City Council could choose not to approve the amendment. Should Council choose not to approve this amendment, there will be a reduction of two interim housing beds available for Goleta residents experiencing homelessness and the requested funds of \$49,640 in the Homelessness Services Division would no longer be needed.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amendment No. 1 to Professional Services Agreement 2025-071 with the City of Goleta and Good Samaritan Shelter Hedges House of Hope
2. Agreement 2025-071 for Professional Services Between the City of Goleta and Good Samaritan Shelter

ATTACHMENT 1

Amendment No. 1 to Professional Services Agreement 2025-071 with the City of Goleta
and Good Samaritan Shelter Hedges House of Hope

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
GOOD SAMARITAN SHELTER**

This **Amendment No. 1** to the Professional Services Agreement by and between the **CITY OF GOLETA**, a municipal corporation (“City”) and **GOOD SAMARITAN SHELTER** (“Consultant”) dated June 17th, 2025 (“Agreement,” Agreement No. 2025-071) is made on this 16th day of June 2026.

SECTION A. RECITALS

1. This Agreement is for the interim housing for people living in encampments, in vehicles, or on the streets as part of the implementation of the Homelessness Strategic Plan; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$195,640; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$49,640 for two additional interim housing beds at Hedges House of Hope; and
4. The Agreement currently provides in Exhibit B entitled “Schedule of Fees” the cost per bed per night; and
5. The parties desire to amend Exhibit B of the Agreement to identify the additional costs per bed per night, attached as “Exhibit B-1”; and
6. The City Council approved this Amendment No. 1, on this 16th day of June 2026.

SECTION B. AMENDED TERMS

Now therefore City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$49,640 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$245,280 (herein "not-to-exceed amount") and shall be earned as the work progresses on the following basis:

Daily at the daily rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. This Agreement is amended to delete and replace in its entirety:

Exhibit B "Schedule of Fees" with **Exhibit B-1 "Schedule of Fees"** attached hereto and incorporated herein.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager


Sylvia Barnard, Executive Director

ATTEST:

Deborah Lopez, City Clerk

Tom Jenkins, Board President

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:


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Scott Shapses, Deputy City Attorney

**EXHIBIT B-1
SCHEDULE OF FEES**

Good Samaritan Shelter shall provide the city with monthly invoices, no earlier than the first day of the month, for the services provided for the month prior. Payment from the city will be processed no less than 30 days from receipt. Good Samaritan Shelter will charge the city for reserved beds used.

In the event the City Project Manager requests additional beds, the rate shall be the same as the reserved bed, dependent on the applicable fiscal year rate.

Fiscal Year 2025-2026						
Month:	Period:	Days:	# of Reserved Beds:	Total Bed Nights:	Bed Rate:	Monthly Fee
July-25	(7/1/2025-7/31/2025)	31	4	124	\$66	\$8,184
August-25	(8/1/2025-8/31/2025)	31	4	124	\$66	\$8,184
September-25	(9/1/2025-9/30/2025)	30	4	120	\$66	\$7,920
October-25	(10/1/2025-10/31/2025)	31	4	124	\$66	\$8,184
November-25	(11/1/2025-11/30/2025)	30	4	120	\$66	\$7,920
December-25	(12/1/2025-12/31/2025)	31	4	124	\$66	\$8,184
January-25	(1/1/2026-1/31/2026)	31	4	124	\$66	\$8,184
February-25	(2/1/2026-2/28/2026)	28	4	112	\$66	\$7,392
March-25	(3/1/2026-3/31/2026)	31	4	124	\$66	\$8,184
April-25	(4/1/2026-4/30/2026)	30	4	120	\$66	\$7,920
May-25	(5/1/2026-5/31/2026)	31	4	124	\$66	\$8,184
June-25	(6/1/2026-6/30/2026)	30	4	120	\$66	\$7,920
Total 12-Month Fee:		365				\$96,360
Fiscal Year 2026-2027						
Month:	Period:	Days:	# of Reserved Beds:	Total Bed Nights:	Bed Rate:	Monthly Fee
July-26	(7/1/2026-7/31/2026)	31	6	186	\$68	\$12,648
August-26	(8/1/2026-8/31/2026)	31	6	186	\$68	\$12,648
September-26	(9/1/2026-9/30/2026)	30	6	180	\$68	\$12,240
October-26	(10/1/2026-10/31/2026)	31	6	186	\$68	\$12,648
November-26	(11/1/2026-11/30/2026)	30	6	180	\$68	\$12,240
December-26	(12/1/2026-12/31/2026)	31	6	186	\$68	\$12,648
January-27	(1/1/2027-1/31/2027)	31	6	186	\$68	\$12,648

February-27	(2/1/2027-2/28/2027)	28	6	168	\$68	\$11,424
March-27	(3/1/2027-3/31/2027)	31	6	186	\$68	\$12,648
April-27	(4/1/2027-4/30/2027)	30	6	180	\$68	\$12,240
May-27	(5/1/2027-5/31/2027)	31	6	186	\$68	\$12,648
June-27	(6/1/2027-6/30/2027)	30	6	180	\$68	\$12,240
Total 12-Month Fee:		365				\$148,920

TOTAL NOT TO EXCEED:	\$245,280
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ATTACHMENT 2

Agreement 2025-071 for Professional Services Between the City of Goleta and Good Samaritan Shelter

2025-071

Project Name: Good Samaritan Hedges House of Hope Service Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
GOOD SAMARITAN SHELTER**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 17th day of June, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **GOOD SAMARITAN SHELTER**, a 501(C)(3) nonprofit corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional interim housing services for housing people living in encampments, in vehicles, or on the streets as part of the implementation of the Homelessness Strategic Plan; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Council, on this 17th day of June, 2025, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Reservation of four beds for people experiencing homelessness

who reside in the City of Goleta at Hedges House of Hope, an interim housing homeless shelter located at 6549 El Colegio Road. These interim housing services shall generally include clean beds, nutritious meals, and access to restrooms, showers and laundry facilities, as well as case management, employment services, health and wellness, substance use treatment, restorative justice coordination, and permanent housing search and placement as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$195,640 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Daily at the daily rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services

shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Chuck Flacks, Homelessness Services Coordinator. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2027 unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Sylvia Barnard is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT.

This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third-Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
- c) Workers’ Compensation insurance complying with California worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to CITY’s vicarious liability.
- Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely

responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for

examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

30. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Attention: Sylvia Barnard, Executive Director
Good Samaritan Shelter
400 West Park Avenue
Santa Maria, CA 93458

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Signed by:
Robert Nisbet
1AEBACAD169E4D7...
Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Sylvia Barnard
30A0156ACCF94BA...
Sylvia Barnard, Executive Director

ATTEST

DocuSigned by:
Deborah Lopez
A3E09E3473CA47E...
Deborah Lopez, City Clerk

DocuSigned by:
Tom Jenkins
28B100C77A7A437...
Tom Jenkins, Board President

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4365248AE5424CE...
Scott Shapses, Deputy City Attorney

EXHIBIT A SCOPE OF WORK

This exhibit has been developed to provide general information about Good Samaritan Shelter's Hedges House of Hope program and the referral of potential clients from the City of Goleta.

Hedges House of Hope Program Overview

Hedges House of Hope (HHH) is an interim housing program that offers low-barrier interim housing, meaning sobriety or participation in services is not required as a prerequisite for participation. HHH's model combines two evidence-based approaches—peer support and Harm Reduction—which it uses alongside recovery principles, motivational interviewing, and kinship. To meet its clients' basic needs, Good Samaritan shall provide them with clean beds, nutritious meals, and access to restrooms, showers, and laundry facilities. HHH staff use a "whatever it takes" approach, meeting clients where they are and tailoring their approach for each individual. Good Samaritan's person-centric process maximizes each individual's physical, economic, and emotional well-being, offering the stability they need to obtain and retain permanent housing.

Hedges House of Hope shall provide four dedicated interim housing beds reserved for individuals experiencing homelessness in the City of Goleta. Referrals of prospective residents are set forth below. Beds will be charged at a rate of \$66 per bed per night, based on usage, and unused nights shall not be charged. The total cost of \$96,360 includes four beds charged at \$66 per day for 365 days per year. Residents shall be housed at HHH's housing facility located at 6549 El Colegio Road in the city of Goleta. Good Samaritan shall assist referred individuals through the following services, amenities, and activities:

- **Interim Housing:** All clients shall have access to showers, three daily meals, and other basic resources that elevate their overall health and quality of life. In addition, all residents of the interim shelter shall be connected to a comprehensive continuum of homeless services designed to help them find permanent housing and employment.
- **Case Management:** Good Samaritan Shelter shall provide case management services to all individuals referred to the program. Case managers shall provide a network of support that clients/residents can rely on as they overcome the challenges imposed by homelessness. Understanding that each individual has different needs, goals, and obstacles to address, Good Samaritan's case managers will create individualized service plans (ISPs) and work with clients to identify their housing-oriented goals and action steps. ISPs are developed in close collaboration between the client and case manager to ensure each plan is person-centered. The case manager shall also help clients/residents

navigate the system of homeless services to ensure more streamlined access to essential resources (e.g., medical and mental healthcare, substance use services, benefits advocacy and enrollment, etc.) either on site or through Good Samaritan’s partner agencies. HHH’s staff are trained in best practices and evidence-based approaches such as Motivational Interviewing, Harm Reduction, Wellness Recovery Action Planning; and SSI/SSDI Outreach, Access, and Recovery (SOAR).

- **Employment Services:** Upon program intake, case manager shall assess each individual’s ability and willingness to obtain employment. Employment specialists shall conduct a career and vocational skills assessment and work with clients to develop their Individualized Employment Plan (IEP). Additional supportive services include resume development support and review; one-on-one practice interviews; access to a full-service computer lab with computers, fax machines, and printing services; skill-building workshops and trainings; linkages to community resources (e.g., job alumni clubs); coordination with vocational rehabilitation services; life skills and money management support; and supplementary items such as work appropriate clothing, shoes, bus tokens, and more.
- **Health and Wellness:** To tackle health-related issues within the homeless population, Good Samaritan shall collaborate with city, county, and nonprofit agencies as appropriate. Good Samaritan addresses the client’s mental health needs by linking them to mental health and substance use services, and coordinates medical treatment through a partnership with the Santa Barbara County Public Health Department. Through these programs, Good Samaritan aims to fill the gap in care for those who are experiencing physical and mental illness to a degree that impedes their livelihood.
- **Substance Use Treatment:** Good Samaritan’s case managers shall work alongside clients to help determine if they need and are interested in accessing substance use treatment services. Using Housing First and Harm Reduction models, the Good Samaritan does not require sobriety or treatment as a condition of service. However, case managers will consistently encourage clients to access the resources and support that will help them achieve stability in a permanent home once that occurs. Good Samaritan can also provide immediate intervention at the Santa Barbara Sobering Center.
- **Restorative Justice Coordination:** Good Samaritan’s case managers shall work closely with the Santa Barbara County Public Defender to find alternatives to incarceration for program clients. To support clients as they exit the criminal justice system, the case manager shall also accompany individuals to their appointments and assist as needed.
- **Housing Search and Placement:** Good Samaritan Shelter’s housing

navigators shall cultivate relationships with landlords and property management companies to identify appropriate housing opportunities for its clients. Good Samaritan Shelter's housing navigators shall conduct robust outreach and engagement (e.g., networking events, collateral distribution, etc.) to landlords throughout the County, increasing the stock of available affordable housing for clients of Good Samaritan and other agencies.

Referring Potential Clients Protocol

For the proposed program and four beds reserved under this MOU, Good Samaritan Shelter shall prioritize serving individuals experiencing homelessness in the City of Goleta. Good Samaritan shall accept client referrals from the City of Goleta, as well as through the Coordinated Entry System and other community partners serving homeless individuals from Goleta.

Collaboration Protocol

On a monthly basis, Hedges House of Hope staff will meet with Chuck Flacks to discuss the progress of the Goleta clients in their steps toward permanent housing. This may take place via zoom or in person and may involve Chuck Flacks and either the Shelter Manager or Case Manager

**EXHIBIT B
SCHEDULE OF FEES**

Good Samaritan Shelter shall provide the City with monthly invoices, no earlier than the first day of the month, for the services provided for the month prior. Payment from the City will be processed no less than 30 days from receipt. Good Samaritan Shelter will charge the City for reserved beds used.

In the event the City Project Manager requests additional beds, the rate shall be the same as the reserved bed, dependent on the applicable fiscal year rate.

Fiscal Year 2025-2026						
Month:	Period:	Days:	# of Reserved Beds:	Total Bed Nights:	Bed Rate:	Monthly Fee
July-25	(7/1/2025-7/31/2025)	31	4	124	\$66	\$8,184
August-25	(8/1/2025-8/31/2025)	31	4	124	\$66	\$8,184
September-25	(9/1/2025-9/30/2025)	30	4	120	\$66	\$7,920
October-25	(10/1/2025-10/31/2025)	31	4	124	\$66	\$8,184
November-25	(11/1/2025-11/30/2025)	30	4	120	\$66	\$7,920
December-25	(12/1/2025-12/31/2025)	31	4	124	\$66	\$8,184
January-26	(1/1/2026-1/31/2026)	31	4	124	\$66	\$8,184
February-26	(2/1/2026-2/28/2026)	28	4	112	\$66	\$7,392
March-26	(3/1/2026-3/31/2026)	31	4	124	\$66	\$8,184
April-26	(4/1/2026-4/30/2026)	30	4	120	\$66	\$7,920
May-26	(5/1/2026-5/31/2026)	31	4	124	\$66	\$8,184
June-26	(6/1/2026-6/30/2026)	30	4	120	\$66	\$7,920
Total 12-Month Fee:		365				\$96,360
Fiscal Year 2026-2027						
Month:	Period:	Days:	# of Reserved Beds:	Total Bed Nights:	Bed Rate:	Monthly Fee
July-26	(7/1/2025-7/31/2025)	31	4	124	\$68	\$8,432
August-26	(8/1/2025-8/31/2025)	31	4	124	\$68	\$8,432
September-26	(9/1/2025-9/30/2025)	30	4	120	\$68	\$8,160
October-26	(10/1/2025-10/31/2025)	31	4	124	\$68	\$8,432
November-26	(11/1/2025-11/30/2025)	30	4	120	\$68	\$8,160
December-26	(12/1/2025-12/31/2025)	31	4	124	\$68	\$8,432
January-27	(1/1/2026-1/31/2026)	31	4	124	\$68	\$8,432

February-27	(2/1/2026-2/28/2026)	28	4	112	\$68	\$7,616
March-27	(3/1/2026-3/31/2026)	31	4	124	\$68	\$8,432
April-27	(4/1/2026-4/30/2026)	30	4	120	\$68	\$8,160
May-27	(5/1/2026-5/31/2026)	31	4	124	\$68	\$8,432
June-27	(6/1/2026-6/30/2026)	30	4	120	\$68	\$8,160
Total 12-Month Fee:		365				\$99,280

Total 24-Month Fee:	\$195,640
TOTAL NOT TO EXCEED:	\$195,640

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: SVRD37800065

BLANKET ADDITIONAL INSURED(S) WRITTEN CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that:

1. Section II, Who Is An Insured, subsection 2, shall be amended to include as insured(s) any natural person or organization with which any Named Insured has a written contract (i) in effect during the policy period and (ii) executed prior to the "bodily injury", "property damage" or "personal and advertising injury" occurring or being committed, if such written contract requires that this policy include such natural person or organization as an insured hereunder. However, coverage for such insured under this endorsement is limited as follows:
 - a. If the Limits of Insurance stated in the Declarations exceed the limits of insurance required by such contract, the insurance provided by this endorsement shall be limited to the limits of insurance required by such written contract. This endorsement shall not increase the Limits of Insurance stated in the Declarations.
 - b. Such natural person or organization is an insured solely for liability for "bodily injury", "property damage" or "personal and advertising injury" caused by an "occurrence" or offense arising out of premises used to conduct your business operations that was caused solely by:
 - i. you or your "employees" acting on your behalf; and
 - ii. performed on behalf of such insured and within the scope of your written contract with such insured.
 - c. Where no coverage shall apply herein for the Named Insured, no coverage or defense shall be afforded to such insured.
2. Section I, Coverages, Coverage A Bodily Injury and Property Damage Liability, subsection 2, Exclusions, exclusion b, Contractual Liability, is amended by adding the following directly following paragraph b(2):

(3) Assumed in a contract pursuant to the Blanket Additional Insured(s) Written Contract Endorsement if attached to this policy.
3. Section I, Coverages, Coverage B Personal and Advertising Injury Liability, subsection 2, Exclusions, exclusion e, Contractual Liability, is amended by adding the following:

This exclusion does not apply to liability assumed in a contract pursuant to the Blanket Additional Insured(s) Written Contract Endorsement if attached to this policy.

All other terms and conditions of this policy remain unchanged.

Kim Magno

Authorized Representative