

Agenda Item A.12 **CONSENT CALENDAR** 

Meeting Date: December 16, 2025

TO: Mayor and Councilmembers

**SUBMITTED BY:** JoAnne Plummer, Neighborhood Services Director

PREPARED BY: Chuck Flacks, Homelessness Services Coordinator

SUBJECT: Award of Professional Services Agreement to New Beginnings

Counseling Center for Operation of a Safe Parking Program in the

City of Goleta

#### **RECOMMENDATION:**

Authorize the City Manager to execute a Professional Services Agreement with New Beginnings Counseling Center for the operation of a Safe Parking Program in various lots throughout the City of Goleta for people living in vehicles, including other related forms of assistance for a twenty-four (24) month term, for a total not-to-exceed contract amount of \$60,000 (\$30,000 in Year 1, and \$30,000 in Year 2) with a term ending December 31, 2027.

#### **BACKGROUND:**

Beginning in Fiscal Year 2024-25, the Homelessness Services Division of the Neighborhood Services Department identified a significant increase in the number of individuals living in vehicles within the City of Goleta. This trend became evident through visible clusters near Girsh Park in western Goleta and along Ekwill Street in the east. The 2025 Point in Time (PIT) Count confirmed these observations, showing that 69% of Santa Barbara County's homeless population were vehicle dwellers. In Goleta, the number of individuals living in vehicles nearly doubled, from 82 in 2024 to 160 in 2025—a 95% increase. Monthly data from New Beginnings Counseling Center further indicates that between 150 and 200 people sleep in vehicles in Goleta on any given night.

New Beginnings Counseling Center has operated the nationally recognized Safe Parking Program in south Santa Barbara County since 2004, providing secure overnight parking and supportive services for people living in vehicles. The program is integrated with the County's Coordinated Entry System and assists participants in transitioning to permanent housing.

The City of Goleta first partnered with New Beginnings in 2011 to operate an overnight Safe Parking Program offering up to two Recreational Vehicle (RV) spaces on City-owned

Meeting Date: December 16, 2025

property. During the COVID-19 pandemic, the agreement expanded to 15 standard vehicle spaces and three RV spaces across two City-owned lots. Although the agreement formally expired after the end of the State's shelter-in-place orders, the sites have continued operating due to ongoing demand.

Currently, New Beginnings manages 36 Safe Parking spaces across two (2) City-owned lots and three (3) church properties. The City has supported the Community Development Block Grant (CDBG) and Goleta City Grant programs with the following grant allocations: \$11,526 (CDBG, Fiscal Year 2022–23), \$10,000 (City Grant, Fiscal Year 2023–24), and \$14,646 (CDBG, Fiscal Year 2024–25).

On September 25, 2025, the Neighborhood Services Department issued a Request for Proposals (RFP) to expand the Safe Parking Program in response to growing demand and reduced state and federal funding. Both the City's Homelessness Strategic Plan and the County of Santa Barbara's plan identify vehicle dwellers as a high-priority population for service. The RFP closed on October 23, 2025.

#### **DISCUSSION:**

The RFP produced one proposal from New Beginnings Counseling Center (New Beginnings). Although the RFP was marketed on the online platform, Planet Bids and followed the City of Goleta's standard noticing requirements, it is widely accepted that New Beginnings is the only vendor for parking services for vehicle dwellers in Santa Barbara County.

New Beginnings has an outstanding track record in the City of Goleta for outreach and placement of people living in vehicles. Their latest report to the County of Santa Barbara's California Encampment Relief Fund Steering Committee for their Three (3) Year outreach and placement grant showed the following outcomes for Goleta:

- Enrollment Goal: 50 vehicles in two encampment areas
  - 15-month report: 37 enrolled (74% of goal)
- Positive Placements (shelter and permanent housing):
  - Of the 37 enrolled, 20 moved into permanent housing and eight into shelter for a 76% placement rate

#### Scope of Work

The purpose of this process was to identify a vendor that would provide stable and ongoing support for safe parking services. The RFP response focused on the ongoing management of the existing 36 spaces. New Beginnings will also support the expansion of the safe parking program into new lots with the assistance and support of City staff.

New Beginnings' program will include the following elements:

 All clients utilizing these spaces will be documented as eligible participants and the only requirement for entry into the shelter aspect of the program is possession of a current driver's license, vehicle insurance, and registration.

Meeting Date: December 16, 2025

 Extensive lot monitoring services will be provided through their Safe Parking Client Liaisons.

- Each Goleta lot will be outfitted with either a porta potty or a permanent restroom for client use.
- All clients in the program will receive case management services that are individualized and housing-focused as well as trauma informed and focused on harm-reduction. The program staff are trained in best practices for any given situation.
- New Beginnings will partner with nearly every applicable agency serving our community to provide reciprocal referrals and they have an in-house multidisciplinary team to best connect clients to additional services such as mental and physical health support.
- New Beginnings will leverage other government funding sources to provide rapid rehousing financial support to clients, and staff will attend the Goleta Regional Action Plan (RAP) meetings with stakeholders.
- Monthly reports on occupancy, services and placement will be submitted.

#### **GOLETA STRATEGIC PLAN:**

The City of Goleta 2023-2025 Strategic Plan identifies initiatives to end homelessness as follows:

**City-Wide Strategy**: 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:

Safe Parking Program, Fiscal Year 2025-26										
Fund Type	Account	FY 25/26 Current Budget	YTD Actuals	Total not to exceed amount	Total Available Budget					
General	101-60- 6200- 54013	\$445,300	\$353,691	\$30,000	\$91,609					
Total		\$445,300	\$353,691	\$30,000	\$91,609					

To address the challenges related to individuals living in their vehicles, the approved Neighborhood Services Fiscal Year 2025-26 and Fiscal Year 2026-27 budgets included funds for this program. Sufficient funding remains available for this Agreement.

Meeting Date: December 16, 2025

#### **ALTERNATIVES:**

City Council may choose not to approve this Professional Services Agreement. New Beginnings will likely continue to provide their current parking spaces in Goleta, unless conditions with existing property owners are to change. In addition, there would be no guarantee efforts for new lots would be focused within Goleta city limits.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

#### **ATTACHMENTS:**

1. Professional Services Agreement with New Beginnings Counseling Center for Operation of a Safe Parking Program in the City of Goleta

# **ATTACHMENT 1**

Professional Services Agreement with New Beginnings Counseling Center for Operation of a Safe Parking Program in the City of Goleta

Project Name: New Beginnings Counseling Center Safe Parking Services

# AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND NEW BEGINNINGS COUNSELING CENTER

by and to as	This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to GREEMENT") is made and entered into this day of, 2025, dependent the CITY OF GOLETA, a municipal corporation (herein referred "CITY"), and NEW BEGINNINGS COUNSELING CENTER, a 501(C)(3) rnia Nonprofit Corporation (herein referred to as "CONSULTANT").
SECT	ION A. RECITALS
1.	The CITY has a need for professional homeless services for people who are currently living in their vehicles and who request a safe place to park; 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 day of, 20, 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. <u>DESCRIPTION OF SERVICES</u>

The services to be performed by CONSULTANT are as follows:

Professional Services to assist people in resolving their homelessness shall generally include providing a safe place to park, restroom facilities, security, and navigation into permanent housing 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 \$60,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Monthly 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 **December 31, 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 December 31, 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. Kristine Schwarz 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.
- Defense and Indemnity of Third-Party Claims/Liability. (b) 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:

- a) 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.
- b) 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.
- c) 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.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

- e) 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.
- f) 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.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) 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.
- i) 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. <u>AUDIT OF RECORDS</u>

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.

City of Goleta Neighborhood Services and New Beginnings Counseling Center Page 7 of 14

# 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. <u>USE OF THE TERM "CITY"</u>

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

City of Goleta Neighborhood Services and New Beginnings Counseling Center Page 9 of 14 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: Kristine J. Schwarz, MA, MFT, LPCC

Executive Director New Beginnings

530 E. Montecito Street, Suite 101

Santa Barbara, CA 93103

City of Goleta Neighborhood Services and New Beginnings Counseling Center Page 10 of 14

# 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	CONSULTANT			
Robert Nisbet, City Manager	Kristine Schwarz, Executive Director			
ATTEST				
Deborah Lopez, City Clerk	Jacqueline Kurta, President of the Board			
APPROVED AS TO FORM: ISAAC ROSEN, CITY ATTORNEY				
Scott Shapses, Deputy City Attorney				

#### **EXHIBIT A**

#### SCOPE OF WORK

This services agreement will support the operation of thirty-six (36) Safe Parking spaces in five (5) parking lots for the shelter component of the program within the City of Goleta, which provides shelter case management, nightly lot monitoring, equipment, connectivity, training, insurance, supervision, and supplies.

New Beginnings Counseling Center (NBCC) will provide monthly reporting with information, including, but not limited to:

- Number served at each lot by month
- Number on waiting list monthly and number of people contacted in Goleta and made aware of the program
- Number of complaints received by New Beginnings about lots/clients in Goleta
- Number violating program rules and the type of violation
- Number of clients exited from program and the basis for exit
- Number of clients receiving information about services

NBCC staff will support City of Goleta efforts to expand the number of safe parking lots to include spaces in private businesses. These efforts will include canvassing properties for acceptable sites, communicating with property owners about the program's benefits, establishing a use agreement between New Beginnings and each new property owner, and obtaining a Temporary Camping License for each new site that is secured.

All rapid rehousing navigation services, housing financial assistance provided to program participants, and encampment-related activities will be provided with matching funds through NBCC rapid rehousing and other grant/project funds, e.g., CoC, HHAP, ESG, CalAIM, CERF, and HOME TBRA.

#### **EXHIBIT B**

# **SCHEDULE OF FEES**

Project Budget Line Items: 2 Year Budget		City of Goleta Cost		Total Goleta Program  Annual Cost	
			of Safe expense	ounts based on % Parking budgeted e allocated to City ta operations	
Temporary Financial Assistance to Clients	\$	4,200.00	\$	298,568.40	
Administration Occupancy (South County office rent, utilities, communications)			\$	214,812.00	
Outside/Professional Services (Accounting, legal, payroll processing, etc)			\$	61,770.00	
Porta Potty rental per unit @ \$200 per unit per month (2/5 Goleta lots utilize)	\$	9,600.00			
Administration Expense (Professional development, supplies, accreditation)			\$	28,830.00	
Equipment			\$	31,200.00	
Insurance	\$	14,400.00			
Employee Payroll					
Executive Director 1.0 FTE @ 30% of Safe Parking Hours Allocation			\$	45,000.00	
Clinical Director 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	1,734.40	
Homeless Services Director 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	10,500.00	
Development Manager 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	6,480.00	
Operations Director 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	6,848.00	
HR Manager 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	7,800.00	
Finance Director 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	12,440.00	
Finance Manager 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	6,736.00	
Accounting Clerk 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	4,659.20	
Grants Administration Director 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	7,564.00	
Grants & Contracts Manager 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	7,500.00	
Safe Parking Program Director 1.0 FTE @ 30% of Safe Parking Hours Allocation			\$	55,125.00	
Safe Parking Program Manager 1.0 FTE @ 30% of Safe Parking Hours Allocation			\$	48,000.00	
Safe Parking Program Coordinator 1.0 FTE @ 30% of Safe Parking Hours Allocation			\$	42,000.00	
Safe Parking Case Manager South County 1.0 FTE @ 40% of Safe Parking Hours Allocation			\$	53,248.00	
Safe Parking Case Manager South County 1.0 FTE @ 30% of Safe Parking Hours Allocation			\$	39,936.00	
Safe Parking Case Manager South County 1.0 FTE @ 20% of Safe Parking Hours Allocation		.=	\$	26,624.00	
Client Liaison (Lot Monitor) 0.25 FTE @ 100% of Safe Parking Hours Allocation)	\$	17,280.00	\$	25,532.00	
Safe Parking Housing Retention Specialist 2.0 FTE @ 30% of Safe Parking Hours Allocation			\$	74,880.00	
Safe Parking Housing Navigator 2.0 FTE @ 30% of Safe Parking Hours Allocation			\$	74,880.00	
Behavioral Health Specialist 1.0 FTE @ 10% of Safe Parking Hours Allocation Substance Abuse Counselor 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$ \$	9,858.00 9,786.00	
RN/Healthcare Navigator 1.0 FTE @ 10% of Safe Parking Hours Allocation			Ф \$	15,000.00	
Benefit & Employment Specialist 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	6,240.00	
Senior/Aging Services Case Manager 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	6,240.00	
Peer Support Outreach Specialist 1.0 FTE @ 10% of Safe Parking Hours Allocation			\$	5,408.00	
Employee Payroll Taxes & Benefits @25%	\$	4,320.00		152,504.00	
Travel & Mileage (Includes lot monitoring mileage)	\$	4,800.00		81,450.00	
Marketing	·	,	\$	15,450.00	
SUB-TOTAL:	\$	54,600.00	\$	1,494,603.00	
Indirect Costs @ 10%	<u>\$</u>	5,400.00			
TOTAL COST:	\$	60,000.00	\$	1,494,603.00	

 $Note: This \ does \ not \ include \ the \ CERF \ funds \ allocated \ to \ the \ City \ of \ Goleta \ through \ our \ South \ County \ allocation.$ 

\*Hourly Rate for Contract: \$28.85/hour

# Reimbursable Expenses:

City of Goleta Neighborhood Services and New Beginnings Counseling Center Page 13 of 14 Reimbursable expenses (e.g. temporary financial assistance), when applicable, shall be billed on a straight pass-through basis. Consultant must obtain written pre-approval from the City Project Manager for all anticipated reimbursable expenses before incurring such expenses. Pre-approval requests shall include a detailed breakdown of expenses, purpose, and any other relevant information.