



Agenda Item A.10
CONSENT CALENDAR
Meeting Date: June 1, 2021

TO: Mayor and Councilmembers

FROM: Jaime A. Valdez, Interim Neighborhood Services and Public Safety Director

SUBJECT: Amendment No. 2 to a Memorandum of Understanding between the City of Goleta and People Assisting the Homeless (PATH)

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 2 to Agreement No. 2019-134, a Memorandum of Understanding between the City of Goleta and People Assisting the Homeless (PATH), extending the term of the MOU to June 30, 2022, and adding \$25,000, for a total not-to-exceed amount of \$53,250.

BACKGROUND:

People Assisting the Homeless (PATH) operates a 100-bed homeless shelter and interim housing program in the City of Santa Barbara. Since December 2019, at the request of the City, PATH has provided two beds dedicated to individuals experiencing homelessness in the City of Goleta, including supportive case management services. The Memorandum of Understanding (MOU) was initially approved under the City Manager's authority in December 2019 in the amount of \$28,250 for a term ending June 30, 2020. Amendment No. 1 extended the term through June 30, 2021 (Attachment 2).

The PATH MOU essentially replaced the agreement the City previously had with the Salvation Army for the provision of two beds with case management for homeless persons from Goleta. It is important to note that these are services the City sought out as opposed to an organization requesting funding from the City. Therefore, they are typically not funded through the Support to Other Agencies process. Although costs for Salvation Army's services were lower than the cost for PATH's services at full occupancy, the Salvation Army charged the City whether the beds were occupied or not and PATH only charges the City for nights the beds are occupied. The additional advantage of contracting with PATH is that the organization has a much lower threshold for acceptance of clients and a greater tolerance for client problems such as substance abuse and mental health issues.

DISCUSSION:

When the MOU was amended in June 2020 to extend it through June 2021, most of the not-to-exceed amount had not been spent. As mentioned above, the way the MOU is

structured, the City is only charged when a bed is occupied. Given that the bed utilization rate was very low for the first six months, at a rate of \$66/night, staff correctly estimated the remaining amount was sufficient to cover the cost for Fiscal Year 2020/21, so no additional budget was added to the MOU as part of Amendment No. 1.

Due to continuance of the COVID-19 coronavirus pandemic in FY 2020/21 and resulting increase in the number of people experiencing homelessness or at least seeking shelter, the bed utilization for people from Goleta has been greater this year than in FY 2019/20. Since July 1, 2020, Goleta has used 117 bed nights for five unique individuals for a total cost of \$7,722. Currently, one of the two beds is being utilized. Even if two beds were occupied for the remainder of this fiscal year, the total cost would be \$17,490.

The COVID-19 pandemic has created many challenges for Goleta homeless individuals and the City has seen a rise in the number and size of local encampments. With the potential increased number of people experiencing homelessness due to evictions or increases in the number of people willing to go into shelter due to health concerns, staff believes the two beds for homeless people from Goleta should continue to be reserved over the coming fiscal year.

Staff estimates that an additional \$25,000 will be enough to cover the entire year. If at least one of the beds is occupied for the entire year, the cost would be \$24,090 (365 days x \$66/night). Over the contract term so far, there have been times when both beds were occupied and periods when only one bed or neither bed were being used. The number of people who could be sheltered overall also fluctuated, due to COVID-19 restrictions on capacity given the need for social distancing. Should both beds be used for most nights, staff may need to amend the MOU Agreement at some point in FY 21/22 to increase the not-to-exceed amount.

Given the changing priorities over the initiatives and services for the homeless, and with the recent approval of the Homelessness Strategic Plan, staff is recommending a one-year agreement extension rather than two years to leave the City Council with the flexibility to spend the funds elsewhere in year two of the coming budget cycle. Staff would like the opportunity to analyze the utilization rate over the coming year so City Council can make an informed decision about whether to continue the MOU into FY 22/23.

FISCAL IMPACTS:

The proposed two-year budget includes \$93,400 in account number 101-60-6100-54013 for FY 21/22. A portion of this funding, \$25,000, is intended to cover the proposed MOU extension. Staff is not proposing the MOU carry into FY 22/23 at this time.

ALTERNATIVES:

Although the Salvation Army's Hospitality House remains an alternative to reserving shelter beds, this is potentially a more costly option and was previously highly underutilized due to the strict standards to be accepted into and reside at this shelter.

The City Council could opt not to contract for the reservation of shelter beds at all, in which case homeless individuals from Goleta would not have priority entrance into the PATH shelter and may need to wait several weeks for a bed to open.

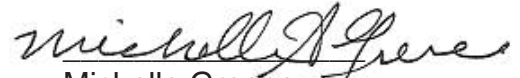
Reviewed By:

Legal Review By:

Approved By:


Kristine Schmidt
Assistant City Manager


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENT:

1. Amendment No. 2 to a Memorandum of Understanding between the City of Goleta and People Assisting the Homeless (PATH)
2. MOU Agreement Nos. 2019-134 and 2019-134.1 between the City of Goleta and People Assisting the Homeless (PATH)

ATTACHMENT 1

AMENDMENT NO. 2
TO A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GOLETA
AND
PEOPLE ASSISTING THE HOMELESS (PATH)

**AMENDMENT NO. 2
TO A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GOLETA
AND
PEOPLE ASSISTING THE HOMELESS (PATH)**

This **Amendment No. 2** to the MOU Agreement by and between the **City of Goleta**, a municipal corporation ("City") and ***People Assisting the Homeless (PATH)*** ("Service Provider") dated December 23, 2019 ("Agreement," Agreement No. 2019-134) is made on this ____ day of June, 2021.

RECITALS

WHEREAS, on August 20, 2019, the City Council authorized the City Manager to execute an MOU Agreement for reservation of two beds at the PATH Santa Barbara Homeless Shelter, in an amount not to exceed \$48,359 and a termination date of June 30, 2020; and

WHEREAS, the MOU Agreement was executed on December 23, 2019, with a not-to-exceed amount of \$28,250 and a termination date of June 30, 2020; and

WHEREAS, the MOU Agreement was amended on June 25, 2020, to extend the termination date to June 30, 2021,

WHEREAS, the MOU Agreement currently provides in Section 1 for the termination of the MOU Agreement on June 30, 2021; and

WHEREAS, the parties desire to amend the MOU Agreement so as to extend the termination of the Agreement to June 30, 2022; and

WHEREAS, the MOU Agreement between City and Service Provider currently provides in Section 2 for the total compensation amount not to exceed \$28,250; and

WHEREAS, the parties desire to amend the MOU Agreement so as to provide for additional compensation in the amount of \$25,000 for continued reservation of beds at the PATH Santa Barbara Homeless Shelter for a total not-to-exceed amount of \$53,250; and

WHEREAS, the City Council approved this Amendment No. 2 on this ____ day of June, 2021.

AMENDED TERMS

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

1. **Section 1 Term of MOU** of the MOU Agreement is amended to extend the term for an additional year to read in its entirety:

SECTION 1. TERM OF MOU

The term of this MOU shall be from July 1, 2021, to June 30, 2022, inclusive, unless otherwise terminated earlier as provided for in this MOU, with the option to extend for a second year via amendment to the MOU.

2. **Section 2 Compensation and Payment** of the MOU Agreement is amended to extend the term for an additional year to read in its entirety:

SECTION 2. COMPENSATION AND PAYMENT

A. The total compensation payable to PATH by the City for reservation of beds and associated services at PATH Santa Barbara **SHALL NOT EXCEED** the sum of \$53,250 (herein "not to exceed amount") for the term of the MOU, and shall be paid out on a monthly reimbursement basis in an amount not to exceed \$4,092 per month at the rate of \$66 per night per bed.

B. PATH shall provide the City with itemized invoices no more frequently than on a monthly basis. All payments shall be made within 30 days after the City's approval of the invoice.

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. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

SERVICE PROVIDER

Michelle Greene, City Manager

Jennifer Hark-Dietz, Deputy CEO

ATTEST:

Deborah Lopez, City Clerk

Jonathan Castillo, Chief Regional Officer

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

Winnie Cai

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Winnie Cai, Assistant City Attorney

ATTACHMENT 2

AGREEMENT NO. 2019-134 AND 2019-134.1
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GOLETA
AND
PEOPLE ASSISTING THE HOMELESS (PATH)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GOLETA
AND
PEOPLE ASSISTING THE HOMELESS (PATH)**

This **MEMORANDUM OF UNDERSTANDING** (hereinafter "MOU") is made and entered into this 23rd day of December, 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **PEOPLE ASSISTING THE HOMELESS (PATH)**, a California Corporation (hereinafter collectively referred to as "Parties").

RECITALS

- A. **WHEREAS**, PATH operates an interim housing program in the City of Santa Barbara which includes shelter beds, case management services, employment services, a health and wellness medical clinic, substance abuse treatment services and housing placement for homeless individuals; and
- B. **WHEREAS**, the primary goal of PATH is to provide men and women the support needed to move from homelessness to secure permanent housing; and
- C. **WHEREAS**, the City desires to enter into this MOU with PATH for the purpose of reserving beds at its PATH Santa Barbara shelter for homeless individuals from Goleta; and
- D. **WHEREAS**, at its August 20, 2019 meeting, the City Council authorized the City Manager to enter into an agreement for reservation of two beds at PATH Santa Barbara; and
- E. **WHEREAS**, the purpose of this MOU is to set forth PATH's respective obligations in connection with the City's contribution to PATH's program and reservation of beds; and
- F. **WHEREAS**, PATH represents that they are sufficiently experienced and capable of providing the bed reservation and services agreed to herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. TERM OF MOU

The term of this MOU shall be from December 1, 2019, to June 30, 2020, inclusive, unless otherwise terminated earlier as provided for in this MOU, with the option to extend for a second year via amendment to the MOU.

SECTION 2. COMPENSATION AND PAYMENT

- A. The total compensation payable to PATH by the City for reservation of beds and associated services at PATH Santa Barbara **SHALL NOT EXCEED** the sum of \$28,250 (herein "not to exceed amount") for the term of the MOU, and shall be paid out on a monthly reimbursement basis in an amount not to exceed \$4,092 per month at the rate of \$66 per night per bed.
- B. PATH shall provide the City with itemized invoices no more frequently than on a monthly basis. All payments shall be made within 30 days after the City's approval of the invoice.

SECTION 3. PATH'S RESPONSIBILITIES

PATH shall provide two interim housing beds in its Santa Barbara PATH interim housing facility in accordance with Exhibit A to be continuously available for homeless individuals from Goleta and, in furtherance of that responsibility, shall:

- A. Provide case management services for residents, including helping clients navigate access to essential resources (e.g. medical and mental health care, substance abuse services, benefits advocacy and enrollment) either on-site or through its partner agencies, employment services, health and wellness services and/or connection to services (medical, mental health and substance abuse), restorative justice coordination, and housing search and placement, as more particularly set forth in Exhibit A, and incorporated herein; and
- B. Provide the CITY with monthly statements detailing the dates and number of bed nights used (even when no bed nights are used in a statement period), the first name and first initial of the last name of individuals utilizing the shelter and services, general data on the individuals, including race/ethnicity, gender and Veteran status, how they were referred to PATH, their place of origin prior to placement, their length of stay, and intended destination after leaving PATH; and
- C. Within 15 days from completion, provide the CITY with any reports prepared by PATH pertaining to the PATH Santa Barbara location following any internal investigations into issues or complaints raised by current or former residents or clients, current or former staff, any members of the public, other regulatory agencies or other interested parties. PATH shall also share with CITY any monitoring reports issued by the County of Santa Barbara for the PATH Santa Barbara facility.

SECTION 4. INDEPENDENT CONTRACTOR

- A. The Parties agree that PATH and PATH's employees, representatives, and volunteers shall be at all times independent contractors and not agents or employees of the City, and that PATH employees, representatives, and volunteers shall not be entitled to any salary, benefits, pension, Workers' Compensation, sick leave, insurance or any other benefit or right connected with employment by the City, or any compensation other than as prescribed herein,

and PATH and PATH's employees, representatives, and volunteers expressly waive any claim they may have to any such rights.

- B. Under no circumstances shall this MOU be construed as one of partnership, joint venture or employment between the City and PATH. The City and PATH acknowledge and agree that they neither have, nor will give the appearance or impression of having, any legal authority to bind or commit the other Party in any way.

SECTION 5. NO ASSIGNMENT/SUBCONTRACTOR

This MOU is not assignable by PATH without the City's prior consent in writing. Any assignment or attempt to assign this MOU by PATH without the City's written authorization shall constitute a material breach for which City may terminate this MOU with thirty (30) days' written notice.

SECTION 6. LIABILITY, INDEMNIFICATION AND HOLD HARMLESS

- A. PATH agrees to hold the City, its elected officials, officers, agents, and employees, harmless from all of claims, demands, lawsuits, judgments, damages, losses, injuries or liability to PATH, to PATH's employees, to PATH's contractors or subcontractors, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while PATH is on the City property, or which are connected, directly or indirectly, with PATH's performance of any activity or work required under this Agreement.
- B. PATH shall investigate, defend, and indemnify the 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 PATH or any of PATH's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of PATH or any of PATH'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. The 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 the City, or the deposit with the City, of any insurance certificates or policies described in Section 10.

SECTION 7. INSURANCE REQUIREMENTS.

PATH shall, at PATH's sole cost and expense, provide insurance as described herein. At PATH's sole cost and expense, and for the entire term of this Agreement, PATH shall obtain and maintain in full force the insurance coverage specified as follows with an insurer or insurers satisfactory to the City's Representatives as noted in Section 13 of this Agreement:

- A. Comprehensive General Liability Insurance of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. This insurance shall include:
 - 1. Extension of coverage to the City, its officers, agents, elected officials, employees, and representatives as additional insureds, with respect to PATH's liabilities hereunder in the insurance coverage identified in this Agreement;
 - 2. A provision that coverage will not be canceled or subject to reduction without the City's prior written consent upon thirty (30) days' written notice by PATH;
 - 3. A provision that PATH's insurance shall apply as primary insurance, and not in excess of, or contributing with, any insurance of the City;
 - 4. Contractual liability coverage sufficiently broad so as to include the liability assumed by PATH in Section 6 of this Agreement to the extent of the required policy limits;
 - 5. A provision that the policies be provided on an "occurrence" basis.
 - 6. 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.
 - 7. Approval of insurance by the City or acceptance of the certificate of insurance by the City shall not relieve or decrease the extent to which PATH may be held responsible for payment of damages resulting from PATH's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of the City's rights to insurance coverage hereunder.
 - 8. A Certificate of Insurance evidencing the above-specified coverage shall be completed by PATH's insurer or its agent and submitted prior to the execution of this agreement.
 - 9. 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 the City.

SECTION 8. COMPLIANCE WITH ALL LAWS.

PATH shall comply with all applicable municipal, state and federal laws, regulations and rules related to the operation of the Program, including but not limited to laws, regulations and rules applicable to health, safety and equal opportunity employment.

SECTION 9. DISPUTE RESOLUTION.

If a question arises regarding interpretation of this Agreement or its performance, or the alleged failure of a party to perform, the party raising the question or making the allegation shall give written notice thereof to the other parties. The Parties shall promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by agreement of Parties.

SECTION 10. EFFECT OF WAIVER.

The waiver by the City of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or a waiver of any subsequent breach of such term, covenant or condition. The consent or approval by City to any act by PATH requiring City's approval or consent shall not be deemed to waive provisions for the City's approval or consent of any subsequent acts by PATH.

SECTION 11. BREACH.

- A. PATH's performance of each and every provision of this Agreement is an integral part of the consideration for the City to enter into this Agreement. PATH's failure to perform any of the provisions of this Agreement shall constitute a material breach for the City, in addition to any other rights or remedies available, may immediately terminate this Agreement upon written notice to PATH.
- B. The City, at its sole option, may elect to provide written notice of the breach of this Agreement and a time period in which PATH may cure the specified breach. In the event that PATH fails to cure the specified breach within the time period specified, the City may terminate this Agreement.

SECTION 12. TERMINATION.

- A. In addition to Section 11 above, this Agreement may be terminated by Parties upon giving thirty (30) days' written notice of termination. In the event such notice of termination is given, this Agreement shall be deemed terminated and end thirty (30) days' after written notice is provided.
- B. The Representatives specified in Section 13 below are authorized to terminate this Agreement.

- C. No later than thirty (30) days of Parties' receipt of notice of termination under this Section or Section 11, PATH shall provide the City with a final invoice and statement of services provided.

SECTION 13. 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: Attn: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO PATH: Attn: Chuck Flacks, Director of Programs
PATH Santa Barbara
816 Cacique Street
Santa Barbara, CA 93103

SECTION 14. MISCELLANEOUS PROVISIONS.

- A. Parties agree that this MOU shall be governed and construed in accordance with the laws of the State of California.
- B. The headings of the sections and subsections of this MOU are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.
- C. Any and all exhibits which are referred to in this MOU are incorporated herein by reference and are deemed a part of this Agreement. This MOU may only be amended by formal written agreement executed by all Parties.
- D. In the event that suit shall be brought by any of the parties, Parties agree that venue shall be exclusively vested in the California Superior Court of the County of Santa Barbara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Central District of California.
- E. The Recitals of this MOU are hereby incorporated into the terms, conditions, and obligations of this MOU.
- F. This MOU constitutes the entire agreement between the Parties pertaining to the subject matter containing therein and supersedes all prior or contemporaneous agreements, representations and understandings of the Parties relative thereto.
- G. If any term, covenant, condition or provision of this MOU, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

terms, covenants, conditions and provisions of this MOU, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed, on the day and year first written above.

CITY OF GOLETA

PEOPLE ASSISTING THE HOMELESS (PATH)

Michelle Greene
City Manager

Jennifer Hark Dietz
Deputy CEO, Executive Director

ATTEST:

Deborah Lopez
City Clerk

Tescia Uribe
Chief Program Officer

APPROVED AS TO FORM




Winnie Cai
Deputy City Attorney

terms, covenants, conditions and provisions of this MOU, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed, on the day and year first written above.

CITY OF GOLETA



Michelle Greene
City Manager

PEOPLE ASSISTING THE HOMELESS (PATH)


Carlos Gonzalez
Chief Innovations Officer

ATTEST:


Deborah Lopez
City Clerk


Tescia Uribe
Chief Program Officer

APPROVED AS TO FORM


Winnie Cai
Deputy City Attorney

Exhibit A

This Exhibit has been developed to provide general information about the PATH Santa Barbara program and referral of potential clients from City of Goleta.

PATH Santa Barbara Program Overview

PATH Santa Barbara's interim housing program shall offer low-barrier interim housing, meaning sobriety or participation in services is not required as a pre-requisite for participation. Path'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, PATH shall provide them with clean beds, nutritious meals, and access to restrooms, showers, and laundry facilities. PATH staff use a "whatever it takes approach," meeting clients where they are at and tailoring their approach for each individual. PATH's person-centric process maximizes each individual's physical, economic, and emotional wellbeing, offering the stability they need to obtain and retain permanent housing.

PATH Santa Barbara shall provide two 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. Residents shall be housed at PATH Santa Barbara's interim housing facility located at 816 Cacique Street in the City of Santa Barbara. PATH Santa Barbara 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:*** PATH 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, PATH'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. Case managers shall also help clients/residents navigate the system of homeless services to ensure more streamlined access to essential resources (e.g., medical and mental health care, substance use services, benefits advocacy and enrollment, etc.) either on-site or through PATH's partner agencies. PATH Santa Barbara'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 managers 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, PATH shall collaborate with city, county, and nonprofit agencies as appropriate. PATH operates an on-site medical clinic five days per week through its partnership with the Santa Barbara County Department of Public Health and has a robust medical respite program with Cottage Health. PATH also addresses clients' mental health needs by linking them to mental health and substance use services. Through these programs, PATH aims to fill the gap in care for those who are experiencing physical and mental illness to a degree that impedes their livelihood. In addition, PATH works with community partners to provide strategic "in-reach" in local hospitals and emergency rooms to connect homeless individuals who frequently utilize these services with more appropriate medical homes, services, and housing.
- **Substance use treatment:** PATH's case managers shall work alongside clients to help determine if they are in need of and interested in accessing substance use treatment services. Using Housing First and Harm Reduction models, PATH 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.
- **Restorative justice coordination:** PATH's case manager shall work closely with the City of Santa Barbara Restorative Court, Santa Barbara Police Department, Santa Barbara County Public Defenders, and Santa Barbara County Solutions Track Court 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:** PATH's housing navigators shall cultivate relationships with landlords and property management companies to identify appropriate housing opportunities for its clients. Through PATH's newly-launched LeaseUp! SB program, 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 PATH and other agencies.

Referring Potential Clients Protocol

For the proposed program and two beds reserved under this MOU, PATH shall prioritize serving individuals experiencing homelessness in the City of Goleta. PATH shall accept client referrals from the City of Goleta, primarily through the Santa Barbara County Sheriff's Department and Goleta Community Resource Deputy, Mr. David Valadez, as well as through the Coordinated Entry System and other community partners serving homeless individuals from Goleta.

**AMENDMENT NO. 1
TO A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GOLETA
AND
PEOPLE ASSISTING THE HOMELESS (PATH)**

This **Amendment No. 1** to the MOU Agreement by and between the **City of Goleta**, a municipal corporation ("City") and ***People Assisting the Homeless (PATH)*** ("Service Provider") dated December 23, 2019 ("Agreement," Agreement No. 2019-134) is made on this 25th day of June, 2020.

RECITALS

WHEREAS, on August 20, 2019, the City Council authorized the City Manager to execute an MOU Agreement for reservation of two beds at the PATH Santa Barbara Homeless Shelter, for a two-year period in an amount not to exceed \$48,180 annually; and

WHEREAS, the MOU Agreement currently provides in Section 1 for the termination of the Agreement on June 30, 2020; and

WHEREAS, the parties desire to amend the MOU Agreement so as to extend the termination of the Agreement to June 30, 2021 as approved by the City Council; and

WHEREAS, the MOU Agreement did not provide for the MOU Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

WHEREAS, the parties desire to amend the MOU Agreement to allow for execution of the MOU Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

WHEREAS, the City Manager approved this Amendment No. 1, on this 24th day of June, 2020.

AMENDED TERMS

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

1. Section 1 Term of MOU of the MOU Agreement is amended to extend the term for an additional year to read in its entirety:

SECTION 1. TERM OF MOU

The term of this MOU shall be from December 1, 2019, to June 30, 2021, inclusive, unless otherwise terminated earlier as provided for in this MOU, with the option to extend for a second year via amendment to the MOU.

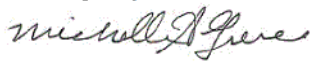
2. Section 15. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES
of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

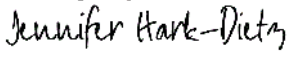
This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

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

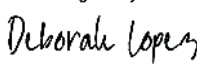
In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA**SERVICE PROVIDER**

DocuSigned by:

DE7CE486308944A..., Manager

DocuSigned by:

8D9C8C42CC784A4..., Deputy CEO

ATTEST:

DocuSigned by:

A3E09F3473CA47E..., City Clerk

DocuSigned by:

E0D0F3C91DCE483..., Chief Program Officer

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

DocuSigned by:

A1BF8F396161498..., Assistant City Attorney

CITY OF GOLETA
 130 Cremona Drive, Suite B
 Goleta, California 93117
 PH: (805) 961-7500
 FAX: (805) 685-2635

PURCHASE ORDER

PO Number: 20NS058

Date: 11/21/2019

Requisition #:

Vendor #: 003168

ISSUED TO: PATH (PEOPLE ASSISTING THE HOMELESS)
 340 NORTH MADISON AVE
 LOS ANGELES, CA 90004

SHIP TO: CITY OF GOLETA
 130 CREMONA DRIVE, SUITE B
 GOLETA, CA 93117

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 PATH Shelter Beds	101-60-6100-54013		0.00	28,250.00

Approvals

Department: _____ **Date:** _____

Finance: _____ **Date:** _____

Finance Director: _____ **Date:** _____

SUBTOTAL:	28,250.00
TOTAL TAX:	0.00
TOTAL	28,250.00

1. Include your PO Number on all invoices.
2. Email all invoices to AP@cityofgoleta.org
3. If mailing, mail invoices to 130 Cremona Drive, Suite B, Goleta, CA 93117