



**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 Santa Barbara Alliance for Community Transformation (SBACT) No. 2024-106

**RECOMMENDATION:**

Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2024-106 reducing the budget and scope of work for ongoing facilitation of regional action planning, community outreach, and public education in an amount not-to-exceed \$97,075, a reduction of \$36,100.

**BACKGROUND:**

SBACT is an organization that is dedicated to coordinating the existing efforts to end homelessness in South Santa Barbara County to increase efficiency, collaboration, and accountability. Since 2021, SBACT has worked closely with City of Goleta staff to help implement the City of Goleta Homelessness Strategic Plan. Their work has included the creation and facilitation of a Regional Action Plan (RAP) through weekly meetings with service providers, city department staff in the Neighborhood Services Department, Public Works Department, Law Enforcement, business representatives, partner organizations, and elected officials.

On October 15, 2024, the City Council authorized the City Manager to enter into a twenty-month Services Agreement (Agreement No. 2024-106) through June 30, 2026. The scope of work included the weekly RAP meetings, public education and outreach (Homelessness 101 meetings, tabling at community events), and the creation of a once-a-week navigation center to help people experiencing homelessness enter services and find housing. The projected cost of Agreement No. 2024-106 was \$57,075 in Year 1 (October 2024 to June 2025) and \$76,100 in Year 2 (July 1, 2025, to June 30, 2026).

**DISCUSSION:**

The plan to develop and maintain a shower and Neighborhood Navigation Center has been an important priority for the City of Goleta. SBACT created a once-a-week center in Fiscal Year 2023/24 at Christ Lutheran Church at 6595 Covington Way; however, this site proved to be too difficult for people experiencing homelessness to access. Over the past year, SBACT conducted an extensive search for an alternative location, reaching out to numerous landlords and property managers. A potential site was identified at the intersection of Hollister Avenue and Aero Camino. However, the significant resources required to establish and operate a fully equipped Navigation Center, including facilities such as showers, have presented considerable challenges. Therefore, it is recommended that this initiative be paused, necessitating an amendment to the current contract.

As part of the scheduled update to the Homelessness Strategic Plan for FY 2025/26, the need for a Navigation Center in Goleta will be re-evaluated. If this service is identified as a priority, staff will assess the associated costs and explore implementation strategies.

Currently, a navigation center program exists on the border of the Goleta City limits at St. Athanasius Church on Hollister Avenue. Individuals seeking to shower, access homelessness services, receive food, clothing, and other essential supplies have a place to go once a week that is reasonably nearby and accessible by bus.

This amendment will continue the current activities of SBACT (Planning, Coordination, and Public Relations) as defined in the new Scope of Services listed in Attachment 1 as A-1.

**FISCAL IMPACTS:**

Sufficient budget was incorporated and available within the Homelessness Services budget for Fiscal Year 2025/26 to cover these services. No appropriation is needed.

**ALTERNATIVES:**

The City Council could require staff to proceed with establishing a Neighborhood Navigation Center; however, the current budget is insufficient to support this initiative for this fiscal year.

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

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

**ATTACHMENTS:**

1. Amendment No. 1 To a Professional Services Agreement Between the City of Goleta and Santa Barbara Alliance for Community Transformation
2. Original Agreement

## **ATTACHMENT 1**

Amendment No. 1

To a Professional Services Agreement Between the City of Goleta  
and Santa Barbara Alliance for Community Transformation

**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
SANTA BARBARA ALLIANCE FOR COMMUNITY TRANSFORMATION**

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Santa Barbara Alliance for Community Transformation** ("Consultant") dated October 15, 2024 ("Agreement," Agreement No. 2024-106) is made on this \_\_\_\_ day of \_\_\_\_\_, 2025. City and Consultant are referenced collectively as the "Parties."

**SECTION A. RECITALS**

1. This Agreement is for the continued Professional Facilitation Services in conjunction with the Neighborhood Services Department's implementation of the City of Goleta Homelessness Strategic Plan with amended services; and
2. The Agreement currently provides for the total compensation amount not to exceed \$133,175 and
3. The parties desire to amend the Agreement so as to provide for a reduction in compensation of \$36,100 for a new total of \$97,075 for continued tasks; and
4. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
5. The parties desire to amend Exhibit A by reducing the types of services as more completely and particularly set forth in the Scope of Work, attached as "Exhibit A-1"; and
6. The Agreement currently provides in Exhibit B entitled "Compensation" the hourly rates; and
7. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
8. Santa Barbara Alliance for Community Transformation is the trade name ("doing business as" name) of the 501(c)(3) entity, Uffizi Order, EIN: 46-2832064. The Parties desire to clarify that Santa Barbara Alliance for Community Transformation and Uffizi Order are the same entity and not legally distinct; and

9. The City Council approved this Amendment No. 1, on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

## 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 reduce the authorized amount by \$36,100 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 **\$97,075** (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly 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, 2026, 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 A "Scope of Work"** with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

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

**Exhibit B "Compensation"** with **Exhibit B-1 "Compensation"** attached hereto and incorporated herein.

4. 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

\_\_\_\_\_  
Rich Sander, Executive Director

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Randy Goetz, Board Chair

**APPROVED AS TO FORM:**  
ISAAC ROSEN, CITY ATTORNEY

Signed by:  
  
\_\_\_\_\_  
4365248AE5424CE  
Scott Shapses, Deputy City Attorney

## **Exhibit A-1: Scope of Work**

### **Proposal:** SB ACT Coordination of the Goleta Regional Action Plan

This constitutes a proposal tendered by SB ACT to extend the existing contract to facilitate a Goleta Regional Action Plan (RAP) to reduce the impacts of homelessness in the City of Goleta.

### **Background**

SB ACT has coordinated the Goleta Regional Action Plan for the past 3 years. SB ACT utilizes proven strategies to reduce the impacts of homelessness, including offering neutral coordination of services, hosting recurring community forums, and bringing service hubs to sites where individuals experiencing homelessness can most easily access them.

### **Objectives**

The objectives for the project are to:

### **Regional Action Plan (RAP)**

#### **1. Facilitate RAP meetings**

- a. Weekly homelessness response coordination meetings. In this meeting, service providers, City staff, County staff, and law enforcement meet together to coordinate ongoing and novel homelessness response efforts.
- b. Monthly “community concerns” meeting. In this meeting, community members and business owners are invited to share their concerns and questions (4th Monday). SB ACT and the City of Goleta can host additional RAP meetings each month as needed, either focused on special topics or specific areas of impact.

#### **2. Educate the community about long term solutions to homelessness**

- a. Topical presentations during RAP meetings. Topics may include Goleta homelessness strategic plan updates, document readiness, de-escalation strategies, and more.
- b. At least 4 community education & advocacy events per year. These may include tabling at Citywide events (e.g., Lemon Festival, City resource fairs), open “Homelessness 101” trainings hosted in public venues, or topical presentations on community responses to homelessness issues. Education events will be publicized via communications channels (email lists and/or social media) maintained by SB ACT, the City of Goleta, SB South Coast Chamber of Commerce, Towbes Real Estate Group, CLUE Santa Barbara, Clergy Association of Santa Barbara, and other channels as needed.

**3. Expand Goleta's Homelessness Strategic Plan**

- a. Work with City staff to develop and implement Goleta's Homelessness Strategic Plan. SB ACT will partner with Goleta Homeless Services Coordinator to expand and implement Goleta's Homelessness Strategic Plan, including initiatives related to vehicular homelessness, landlord engagement, and more.
- b. Align Goleta's homelessness strategies with other South County cities through the ACT On Homelessness Collaborative. SB ACT will work with the Goleta Homeless Services Coordinator to align South County-wide strategies to address impacts of homelessness through the ACT On Homelessness Collaborative and its Lived Experience Working Group.

**4. Facilitate responses to homelessness concerns**

- a. Respond to staff or city councilmember concerns in a timely manner with written follow-up. SB ACT will coordinate all communications to city staff or elected officials with the City of Goleta Homeless Services Coordinator
- b. Respond to community concerns as they arise and direct them to the appropriate city staff and parties for response. SB ACT will coordinate all communications with community members regarding homelessness concerns with the City of Goleta Homeless Services Coordinator.

**Evaluation**

1. The success in meeting the objectives outlined above will be measured using data reported in the Regional Action Plan (RAP) meetings as well as data gathered at community education events. Data will include # of meetings, # of attendees, # of encampments addressed/resolved, # of education events, and # of community members engaged.
2. SB ACT will work with the Goleta Homeless Services Coordinator to set measurable goals pertaining to the Goleta Homelessness Strategic Plan.



### Exhibit B-1: Compensation

SB ACT proposes to contract with the City of Goleta for the amount of \$57,075 for the period of October 1, 2024 – June 30, 2025; and \$40,000 for the period of July 1, 2025 – June 30, 2026, for a total not-to-exceed \$97,075.

SB ACT will submit invoices on a quarterly basis, with the invoice for the previous quarterly invoice to be submitted no later than the 15th of the following month. Personnel costs will be billed hourly.

#### Coordination of the Goleta Regional Action Plan Budget

Expense	FY 24/25	FY 25/26	
Position Title		Total	Notes
Associate Director	\$18,000	\$15,000	0.138 FTE, includes salary and benefits
Assistant Program Coordinator	\$5,475	\$0	0.1 FTE, includes salary and benefits
Program Administrator	\$10,000	\$7,000	0.0875 FTE, includes salary and benefits
Executive Director	\$4,500	\$2,000	0.125 FTE, includes salary and benefits
<b>Program Expenses</b>			
Gifts	\$600	\$1,200	Gift cards for Lived Experience advocates, \$20 per meeting * 12 meetings/yr * 5 individuals
Program Expenses	\$1,000	\$1,000	Event expenses (room reservations, tabling fees)
Printing & Copying	\$2,000	\$2,000	Print materials for tabling, events, business outreach; staff nametags, vests, business cards
Supplies	\$1,000	\$1,000	Event supplies such as masking tape, tablecloths, boxes for materials
Telephone, Telecommunications	\$500	\$800	Phone bill – 6.25% of total annual bill for coordination calls & education events
Administrative Indirect Costs	\$14,000	\$10,000	Office rent & utilities, internet, equipment costs (copiers and phone system) – 25% of total contract
<b>Total</b>	<b>\$57,075</b>	<b>\$40,000</b>	<b>\$97,075</b>

## **Attachment 2**

Professional Services Agreement Between the City of  
Goleta and Santa Barbara Alliance for Community  
Transformation

2024-106

**Project Name: SBACT Goleta Homelessness Strategic Plan Implementation Support**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
SANTA BARBARA ALLIANCE FOR COMMUNITY TRANSFORMATION**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 15<sup>th</sup> day of October, 2024, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **Santa Barbara Alliance for Community Transformation aka SB ACT**, a 501(c)(3) nonprofit corporation (herein referred to as "CONSULTANT").

**SECTION A. RECITALS**

1. The CITY has a need for professional services for ongoing facilitation of regional action planning, and the establishment of a Neighborhood Navigation Center in order to further implement the City of Goleta 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 15<sup>th</sup> day of October, 2024 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:

Professional Facilitation Services and the establishment of a Neighborhood Navigation Center in conjunction with Neighborhood Services' implementation of the City of Goleta Homelessness Strategic Plan. Services shall generally include weekly facilitation of the Regional Action Plan meetings, monthly facilitation of the community concerns meeting, and the siting, staffing, and administration of a Neighborhood Navigation Center 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 \$133,175 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly 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, 2026, 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, Neighborhood Services Coordinator. 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, 2026, 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. Landon Ranck, Associate Director, SBACT 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**

**(c) 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.

**(d) 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.

**(e) 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. 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: Rich Sander, Executive Director  
P.O. Box 217  
Santa Barbara, CA 93102

### 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:  
  
1AEBAGAD159E4D7...  
Robert Nisbet, City Manager

#### CONSULTANT

DocuSigned by:  
  
145BC0BB0C01948D...  
Rich Sander, Executive Director

#### ATTEST

DocuSigned by:  
  
A0E00F04790A47E...  
Deborah Lopez, City Clerk

DocuSigned by:  
  
AA53866F814C40A...  
Randy Goetz, Board Chair

**APPROVED AS TO FORM:**  
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:  
  
2174FB311152455...  
Scott Shapses, Deputy City Attorney

## **Exhibit A: Scope of Work**

**Proposal:** SB ACT Coordination of the Goleta Regional Action Plan & Neighborhood Navigation Center

**Timeline:** October 15, 2024 – June 30, 2026

SB ACT to facilitate a Goleta Regional Action Plan (RAP) and Neighborhood Navigation Center (NNC) to reduce the impacts of homelessness in the City of Goleta.

### **Background**

SB ACT has coordinated the Goleta Regional Action Plan for the past 2 years. SB ACT utilizes proven strategies to reduce the impacts of homelessness, including offering neutral coordination of services, hosting recurring community forums, and bringing service hubs to sites where individuals experiencing homelessness can most easily access them.

### **Objectives**

The objectives for the project are to:

#### **Regional Action Plan (RAP)**

1. Facilitate Rap Meetings
  - (a) Weekly homelessness response coordination meetings
  - (b) Monthly “community concerns” meeting
2. Educate the community about long term solutions to homelessness
  - (a) Topical presentations during RAP meetings
  - (b) At least 4 community education & advocacy events
3. Expand Goleta’s Homelessness Strategic Plan
  - (a) Work with City staff to develop and implement Goleta’s Homelessness Strategic Plan
  - (b) Align Goleta’s homelessness strategies with other South County cities through the ACT On Homelessness Collaborative
4. Facilitate responses to homelessness concerns
  - (a) Respond to staff or city councilmember concerns in a timely manner with written follow up
  - (b) Respond to community concerns as they arise and direct them to the appropriate city staff and parties for response

## **Neighborhood Navigation Center (NNC)**

5. Transfer NNC to new Goleta site
6. Facilitate a monthly NNC coordination meeting
7. Provide weekly coordination and supervision at NNC site
8. Address partner organization needs in support of the NNC as they arise

## **Project Areas and Implementation**

### **Regional Action Plan (RAP)**

**Estimated Total Staff Hours: 780**

1. **Facilitate RAP meetings.** This includes:
  - (a) Weekly homelessness response coordination meetings. In this meeting, service providers, City staff, County staff, and law enforcement meet together to coordinate ongoing and novel homelessness response efforts.
  - (b) Monthly “community concerns” meeting. In this meeting, community members and business owners are invited to share their concerns and questions (4th Monday). SB ACT and the City of Goleta can host additional RAP meetings each month as needed, either focused on special topics or specific areas of impact.
2. **Educate the community about long term solutions to homelessness.** Education campaign will include:
  - (a) Topical presentations during RAP meetings. Topics may include Goleta homelessness strategic plan updates, document readiness, de-escalation strategies, and more.
  - (b) At least 4 community education & advocacy events per year. These may include tabling at Citywide events (e.g., Lemon Festival, City resource fairs), open “Homelessness 101” trainings hosted in public venues, or topical presentations on community responses to homelessness issues. Education events will be publicized via communications channels (email lists and/or social media) maintained by SB ACT, the City of Goleta, SB South Coast Chamber of Commerce, Towbes Real Estate Group, CLUE Santa Barbara, Clergy Association of Santa Barbara, and other channels as needed.
3. **Expand Goleta’s Homelessness Strategic Plan. This includes:**
  - (a) Work with City staff to develop and implement Goleta’s Homelessness Strategic Plan. SB ACT will partner with Goleta Homeless Services Coordinator to expand and implement Goleta’s Homelessness Strategic Plan, including initiatives related to vehicular homelessness, landlord engagement, and more.

- (b) Align Goleta's homelessness strategies with other South County cities through the ACT On Homelessness Collaborative. SB ACT will work with the Goleta Homeless Services Coordinator to align South County-wide strategies to address impacts of homelessness through the ACT On Homelessness Collaborative and its Lived Experience Working Group.
- 4. **Facilitate responses to homelessness concerns.**  
These responses include:
  - (a) Respond to staff or city councilmember concerns in a timely manner with written follow up. SB ACT will coordinate all communications to city staff or elected officials with the City of Goleta Homeless Services Coordinator.
  - (b) Respond to community concerns as they arise and direct them to the appropriate city staff and parties for response. SB ACT will coordinate all communications with community members regarding homelessness concerns with the City of Goleta Homeless Services Coordinator.

**Neighborhood Navigation Center (NNC)**  
**Estimated Total Staff Hours: 500**

- 5. **Transfer NNC to new Goleta site.** This process includes outreach to potential NNC sites & partners, coordination of relevant documentation (partner MOUs, insurance documentation), development of NNC promotional materials (including outreach informational cards), and implementation timeline.
- 6. **Facilitate a monthly NNC coordination meeting.** Meeting participants will include representatives from NNC partner agencies. Meetings may include trainings on relevant topics (e.g., de-escalation, motivational interviewing), discussion of specific site needs, and partner updates. Meeting will take place during one of the monthly Monday 10am Goleta outreach team meetings.
- 7. **Provide weekly coordination and supervision at NNC site.** SB ACT staff will be onsite to assist with provider support, site infrastructural needs, and any additional client needs that may arise.
- 8. **Address partner organization needs in support of the NNC as they arise.** SB ACT staff will assist partner organizations with warm handoffs, addressing NNC community concerns, and interfacing between City/site providers and service providers. SB ACT will maintain a small flexible fund of \$1,000 for the purpose of assisting with diversion and/or street exits through the Goleta NNC.



## **Evaluation**

1. The success in meeting the objectives outlined above will be measured using data reported in the Regional Action Plan (RAP) meetings as well as data gathered at community education events. Data will include # of meetings, # of attendees, # of encampments addressed/resolved, # of education events, and # of community members engaged.
2. SB ACT will work with the Goleta Homeless Services Coordinator to set measurable goals pertaining to the Goleta Homelessness Strategic Plan.

## Exhibit B: Cost Schedule

SB ACT proposes to contract with the City of Goleta for the amount of \$133,175 for the period of October 15, 2024 – June 30, 2026.

SB ACT will submit invoices on a monthly basis, with the invoice for the previous month to be submitted no later than the 15th of the following month. Personnel costs will be billed hourly.

### Coordination of the Goleta Regional Action Plan & Neighborhood Navigation Center Budget

<b>Staff Costs</b>	<b>Hourly Rate</b>	<b>Total</b>	<b>Notes</b>
<b>Associate Director</b>	<b>\$54.95</b>	<b>\$25,000</b>	<b>0.125 FTE, includes salary and benefits</b>
<b>Assistant Program Coordinator</b>	<b>\$35.71</b>	<b>\$13,000</b>	<b>0.1 FTE, includes salary and benefits</b>
<b>Program Administrator</b>	<b>\$42.12</b>	<b>\$11,500</b>	<b>0.075 FTE, includes salary and benefits</b>
<b>Executive Director</b>	<b>\$76.92</b>	<b>\$10,500</b>	<b>0.038 FTE, includes salary and benefits</b>
<b>Program Costs</b>			
<b>Contractors</b>		<b>\$20,875</b>	<b>Marborg Port-A-Potty rental @ \$200 per week</b>
<b>Gifts</b>		<b>\$2,100</b>	<b>Gift cards for Lived Experience advocates, \$20 per meeting * 12 meetings/yr * 5 individuals</b>
<b>Insurance – Liability</b>		<b>\$475</b>	<b>Liability Insurance – 6.25% of total policy for coverage at NNC site &amp; education events</b>
<b>Meals - Meetings</b>		<b>\$1,750</b>	<b>Supplemental meals and snacks for NNC, as needed</b>

<b>Client Expenses</b>	<b>\$2,975</b>	<b>Flexible funds for diversion, homelessness prevention, and service access (e.g., transportation to meet with case manager); event expenses (room reservations, tabling fees)</b>
<b>Printing &amp; Copying</b>	<b>\$5,600</b>	<b>Print materials for tabling, events, business outreach; NNC promotional cards and signage; NNC staff nametags, vests, business cards</b>
<b>Small Equipment</b>	<b>\$2,000</b>	<b>Funding for staff computer</b>
<b>Supplies</b>	<b>\$2,600</b>	<b>Paper plates, napkins, cones, trash bags, cleaning supplies for NNC; event supplies such as masking tape, tablecloths, boxes for materials</b>
<b>Telephone, Telecommunications</b>	<b>\$1,800</b>	<b>Phone bill – 6.25% of total annual bill for NNC site, coordination calls, &amp; education events</b>
<b>Administrative Indirect Costs</b>	<b>\$33,000</b>	<b>Office rent &amp; utilities, internet, equipment costs (copiers and phone system) – 25% of total contract</b>
<b>Total Cost</b>	<b>\$133,175</b>	