



TO: Mayor and Councilmembers

FROM: Robert Nisbet, City Manager

CONTACT: Shannon Kirn, Management Analyst

SUBJECT: 3CE Digital Equity Program Grant

RECOMMENDATION:

- A. Authorize the City Manager to execute a Grant Agreement with Central Coast Community Energy (3CE) for a Digital Equity Program with a termination date of September 30, 2024;
- B. Authorize the City Manager to accept grant funds in the amount of \$75,000 from 3CE;
- C. Authorize the City Manager to award and execute a Grant Agreement with Economic Development Collaborative for the execution of the Central Coast Community Energy Digital Equity Program in the amount not to exceed \$75,000 with a termination date September 30, 2024; and
- D. Approve a budget appropriation and grant revenue adjustment in the amount of \$75,000 for the Grant Agreements with 3CE and Economic Development Collaborative into Fund 217 as identified in the fiscal impact section of the report.

BACKGROUND:

Digital literacy and access to technological tools that advance literacy are integral, necessary realities for anyone seeking economic self-reliance and equitable participation in Santa Barbara County. Access to broadband and computing devices continues to improve at a slow pace, and many low-income and underserved communities lack digital technology and skills. According to the [National Skills Coalition](#), 92% of jobs require digital skills. However, one-third of workers do not have the skills necessary for these jobs. As technology advances and is required for most facets of life, equipping community members with digital literacy skills helps to support their independence, reduce their isolation and emotional stress, improve their employability, increase their access to resources and services, and invest back into local economic growth in an equitable manner.

On November 16, 2021, the City Council authorized the City Manager to execute a Memorandum of Understanding with Santa Barbara County Association of Governments (SBCAG), the County, and participating incorporated cities in the region to prepare a

Broadband Strategic Plan. The City participated in the data collection, analysis, and public outreach process as members of the broadband ad hoc committee and as participants of the SBCAG technical advisory committee.

The final [Santa Barbara County Broadband Strategic Plan](#) (Plan) was adopted by the County Board of Supervisors on January 24, 2023. Part of the Plan focuses on the City of Goleta, and through the Community Stakeholder Needs Assessment digital literacy was highlighted as one of the challenges for the Goleta community. There is a lack of knowledge on how to use the internet and lack of access to devices. Overall, there is a barrier to adoption and there are disproportionate impacts to some parents, seniors, student and multilingual community members and English language learners.

To help ongoing, local efforts close the existing digital divide in the Central Coast region, Central Coast Community Energy (3CE) aims to partner with member agencies and regional economic agencies to further support broadband access and digital literacy in Member Agency communities. The primary emphasis of this partnership is to provide support toward access and digital literacy efforts in underserved communities within the area. As a 3CE member agency and an agency committed to digital access and literacy, the City of Goleta was provided this opportunity to receive the funding for the Digital Equity Project.

DISCUSSION:

The 3CE program funding opportunity for its Broadband Access initiative has the following goals:

- Reach a minimum of two member agencies in the 3CE service area.
- Address economic development, employment opportunities, and Digital Equity.
- Facilitate 3CE customer engagement, enable customer participation in energy programs, and support future demand response activities.

Through the proposed Grant Agreement (Attachment 1) for Advancing Regional Digital Equity, 3CE aims to contribute to the economic health of the Pacific Coast region by directly empowering community-based organizations to achieve their Digital Literacy efforts dedicated to underrepresented populations in the community. The Economic Development Collaborative (EDC) has taken the lead in the Pacific Coast tri-county region with the Digital Upskilling Initiative and will work with two community-based organizations, American GI Forum Education Foundation and Women's Economic Ventures, to deliver digital literacy options to the community. The program will be for one year, ending September 30, 2024.

The objectives of the Digital Equity Project will be to serve low-income communities in the City of Goleta and greater Santa Barbara County with a three-pronged approach: providing computing devices, tech support, and teaching digital literacy skills; targeting digital upskilling in English Language Learner (ELL) and Mature Worker (MW) communities; and supporting small business growth locally and across Santa Barbara County. The program will be managed by EDC including all reporting and project administration. The City will act as the financial conduit to accept the lump-sum grant

funding and readminister it to EDC. See Attachment 2 for the Grant Agreement with EDC to implement the Digital Equity Project and Attachment 3 for the Project Proposal for more detail.

This program aligns with the ongoing efforts that staff is undertaking to develop a broadband strategic plan. It also aligns with the imperatives identified in the 2023-2028 Economic Development Strategic Plan:

- To promote and advocate for smart investments in essential community infrastructure.
- To improve access to economic opportunity by increasing the availability of livable-wage job and enhancing support for local BIPOC and women-owned small businesses and entrepreneurs.

Staff recommends that the City Council authorize the City Manager to execute Grant Agreement with Central Coast Community Energy for a Digital Equity Program, accept the grant funding totaling \$75,000, and award a Grant Agreement with EDC totaling \$75,000 to execute the program.

GOLETA STRATEGIC PLAN:

This item is related to the following Strategic Plan goals and objectives:

Strategic Goal: Promote a sustainable local economy

Objective: Develop a broadband strategic plan

FISCAL IMPACTS:

The fiscal impact will be staff time in accepting and administering the grant funds by creating a budget revenue appropriations account. All programmatic and reporting requirements would be carried out by EDC as according to the Grant Agreement. The following table outlines the recommended budget appropriations for the grant agreements with 3CE and EDC:

3CE Digital Equity Program Grant				
Fund Type	Account	Current Budget	Requested Appropriation	Total Available Budget
Local Grants	237-10-1200-44701 (Revenue)	\$0	\$75,000	\$75,000
Local Grants	237-10-1200-54013 (Expenditure)	\$0	\$75,000	\$75,000

ALTERNATIVES:

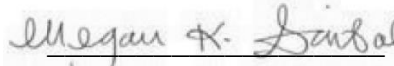
Council could decide not to approve the grant agreements with 3CE and EDC, however that would forgo this opportunity to support access and digital literacy efforts for underserved members of the community.

Reviewed By:



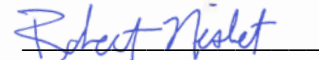
Kristine Schmidt
Assistant City Manager

Legal Review By:



Megan Garibaldi
City Attorney

Approved By:



Robert Nisbet
City Manager

ATTACHMENTS:

1. 3CE Grant Agreement
2. EDC Grant Agreement
3. Project Proposal

ATTACHMENT 1

3CE Grant Agreement

**GRANT AGREEMENT BETWEEN CENTRAL COAST COMMUNITY ENERGY AND
THE CITY OF GOLETA**

This Grant Award Agreement (“Agreement”) is made by and between CENTRAL COAST COMMUNITY ENERGY (“3CE”) and the CITY OF GOLETA (hereinafter “GRANTEE”). 3CE and GRANTEE may be individually referred to herein as “Party” or collectively as “Parties.”

WHEREAS: 3CE’s Fiscal Year 2022-23 Operating Budget allocated funds for the Broadband Access Initiative to: (1) support economic development, employment opportunities, and digital equity; (2) facilitate 3CE customer engagement, enable customer participation in energy programs, and support future demand response activities; and (3) reach a minimum of two counties/regions in our service area.

WHEREAS: 3CE agrees to provide GRANTEE a one-time upfront grant award in the amount of Seventy-Five Thousand Dollars (\$75,000) (the “Grant Amount”) subject to the terms and conditions of this Agreement.

WHEREAS: The purpose of this Agreement is to establish the terms and conditions for 3CE to provide GRANTEE with funding which GRANTEE shall transfer to a subrecipient.

WHEREAS: Although 3CE will be providing financial assistance to GRANTEE to support the Project, 3CE will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

WHEREAS: The foregoing recitals are hereby acknowledged to be true and accurate and are incorporated into this Agreement.

THEREFORE: In consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

1. PROJECT IMPLEMENTATION

- 1.1. 3CE shall provide funding from the Broadband Access Initiative to GRANTEE to support the Advancing Regional Digital Equity project (Project) as set forth in Exhibit A of this Agreement.
- 1.2. The “Effective Date” of this Agreement is _____.
- 1.3. The GRANTEE agrees to transfer all grant funds provided under this Agreement to a subrecipient in order to complete activities or tasks described in the Project upon execution of a subrecipient agreement. For purposes of this Agreement, a subrecipient is any entity which GRANTEE selects and with whom GRANTEE executes a subrecipient agreement in order to transfer the grant funds provided under this Agreement and complete the activities or tasks described in the Project.
- 1.4. This Agreement is awarded to GRANTEE with the intention that the awarded funds will be transferred to a subrecipient to implement the Project as described in the Scope of Work set forth in Exhibit A. Any substantive deviation from GRANTEE’s Scope of Work during project implementation may require reevaluation or result in loss of funding. If GRANTEE knows or should have known that substantive changes to the Project will occur or have occurred,

GRANTEE will immediately notify 3CE in writing. 3CE will then determine whether the Project is still consistent with the overall objectives of the grant program. 3CE reserves the right to have grant funding withheld from GRANTEE in the event of substantive changes to the Project which are not approved by 3CE. In the event that 3CE has provided grant funding to GRANTEE, but GRANTEE is unable to find a subrecipient to complete the Project within the Term of this Agreement, GRANTEE will remit to 3CE any grant funds transferred by 3CE to GRANTEE as part of this Agreement.

- 1.5. GRANTEE agrees to notify 3CE of any media and community outreach efforts (Outreach), including presentations to community groups, other agencies, and elected officials and/or community events related to the Project, which are initiated by GRANTEE, except for any presentations conducted in closed session of City Council. GRANTEE will require that any subrecipient of the 3CE grant notify 3CE of Outreach initiated by the subrecipient. Press materials shall include an attribution to 3CE as a project funding partner and be provided to 3CE staff for review before they are distributed. 3CE shall provide any requested changes in writing to GRANTEE before any Outreach. 3CE name, abbreviation, and/or logo(s) should be included in press materials and other project collateral based on 3CE usage guidelines provided by 3CE but may never be included in such documents without advance approval from 3CE.

2. CHANGES IN PERFORMANCE

- 2.1. GRANTEE agrees to notify 3CE immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the GRANTEE's ability to perform the Project in accordance with the terms of the Agreement. The GRANTEE also agrees to notify 3CE immediately, in writing, of any current or prospective dispute, breach, default, or litigation arising from GRANTEE's performance under this Agreement that may adversely affect 3CE; and agrees to inform 3CE, also in writing, before naming 3CE as a party to litigation for any reason, in any forum.

3. GRANT AWARD PROVISIONS

- 3.1. The maximum amount payable under this Agreement by 3CE shall not exceed Seventy-Five Thousand Dollars (\$75,000) (the "Grant Amount").
- 3.2. GRANTEE shall be solely responsible for, and agrees to fund any additional funding requirements, expenses, costs, fees, taxes, or incidentals of any kind above the Grant Amount that are associated in any way with the Project.

4. PROJECT PERIOD

- 4.1. The Project has been approved from the Effective Date until September 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both the GRANTEE and 3CE, with 3CE's execution to be last in time. GRANTEE must make all reasonable efforts to find a subrecipient to commence work under this Agreement as soon as possible after the execution date of this letter, time is of the essence.

5. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS

- 5.1. For the avoidance of doubt, GRANTEE shall only be responsible for securing a subrecipient to perform the scope of work below. GRANTEE shall not be required to perform tasks under this Agreement beyond transferring the grant funds to a subrecipient. The selected subrecipient

shall be responsible for completion of the scope of work. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

1. Exhibit A: Scope of Work

6. RELATIONSHIP of PARTIES

6.1. The parties acknowledge and agree that nothing in this Agreement creates any employment or principal-agent relationship of any kind between the Parties.

6.2. Project Managers

6.2.1. 3CE Project Manager: Jon Griesser; jgriesser@3ce.org

6.2.2. GRANTEE Project Manager: Shannon Kirn; skirn@cityofgoleta.org

7. PROHIBITION OF FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

7.1. The GRANTEE acknowledges and agrees that by executing the Agreement for the Project, the GRANTEE certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the GRANTEE's application, progress reports and invoices.

8. PAYMENTS

8.1. The method of payment for this Agreement will be a one-time upfront payment to the GRANTEE to complete the Project as set forth in Exhibit A. Payment to GRANTEE shall occur within 30 days of execution of this Agreement.

9. TERMINATION

9.1. During the term of this Agreement, 3CE or GRANTEE may terminate the Agreement for any reason by giving written notice of termination at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

10. INSURANCE REQUIREMENTS

10.1. Prior to commencement of this Agreement, the GRANTEE shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the GRANTEE upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to 3CE.

10.2. Without limiting GRANTEE's duty to defend and indemnify, GRANTEE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

10.2.1. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, and cross-liability with a combined single limit for Bodily Injury

and Property Damage of not less than \$500,000 per occurrence, and \$1,000,000 in the aggregate.

10.2.2. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

10.2.3. Workers' Compensation Insurance, if GRANTEE employs others in the performance of this Agreement, in accordance with California Labor Code section 3700.

10.3. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date GRANTEE completes its performance of services under this Agreement.

10.4. Commercial general liability and automobile liability policies shall provide an endorsement naming 3CE, its Directors, Board members, officers, agents, and employees as Additional Insureds with respect to liability arising out of the GRANTEE'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by 3CE and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the GRANTEE's insurance.

11. INDEMNIFICATION

11.1. GRANTEE shall indemnify, defend, and hold harmless 3CE, its Directors, Board members, officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by GRANTEE and/or its agents, employees, or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by 3CE. It is the intent of the parties to this Agreement to provide the broadest possible coverage for 3CE. GRANTEE shall reimburse 3CE for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the GRANTEE is obligated to indemnify, defend, and hold harmless 3CE under this Agreement.

11.2. 3CE shall indemnify, defend, and hold harmless GRANTEE, its Directors, Board members, officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by 3CE and/or its agents, employees, or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by GRANTEE. It is the intent of the parties to this Agreement to provide the broadest possible coverage for GRANTEE. 3CE shall reimburse GRANTEE for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the 3CE is obligated to indemnify, defend, and hold harmless GRANTEE under this Agreement.

12. NON-DISCRIMINATION

- 12.1. During the performance of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in GRANTEE's employment practices or in the furnishing of services to recipients. GRANTEE shall ensure that the evaluation and treatment of its employees and GRANTEES for employment and all persons receiving and requesting services are free of such discrimination. GRANTEE and any subcontractors shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

13. NOTICES

- 13.1. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to 3CE and GRANTEE'S contract administrators at the addresses listed below:

Central Coast Community Energy	CITY OF GOLETA
Chief Financial Officer	City Manager
70 Garden Court, Suite 300	130 Cremona Drive, Suite B
Monterey, Ca 93940	Goleta, CA 93117

14. MISCELLANEOUS PROVISIONS

- 14.1. **Conflict of Interest.** GRANTEE represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 14.2. **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by 3CE and the GRANTEE.
- 14.3. **Disputes.** GRANTEE shall continue to perform under this Agreement during any dispute.
- 14.4. **Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.5. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.6. **Non-exclusive Agreement.** This Agreement is non-exclusive and both 3CE and GRANTEE expressly reserve the right to contract with other entities for the same or similar services.
- 14.7. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs, and permitted assigns), any rights, remedies, obligations, or liabilities.

- 14.8. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same Agreement.
- 14.9. **Authority**. Any individual executing this Agreement on behalf of 3CE, or the GRANTEE represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

SIGNATURE OF THE PARTIES:

CITY OF GOLETA

CENTRAL COAST COMMUNITY ENERGY

BY: _____
Title: Robert Nisbet, City Manager

BY: _____
Robert M. Shaw, CEO

Date: _____

Date: _____

Attested:

Approved as to Form

BY: _____
Title: Deborah S. Lopez, City Clerk

BY: _____
Charles McKee, General Counsel

Date: _____

Date: _____

Approved as to Form:

Approved as to Financial Terms

BY:  _____
Title: Winnie Cai, Assistant City Attorney

BY: _____
Dewayne Wood, Chief Financial Officer

Date: 9/7/2023 _____

Date: _____

Exhibit A: Scope of Work

To Grant Agreement by and between Central Coast Community Energy, hereafter referred to as “3CE” and CITY OF GOLETA, hereafter referred to as “GRANTEE”

To advance digital equity and workforce development, the City of Goleta shall execute a subrecipient agreement with a subrecipient who will serve low-income and underserved communities in Goleta and the Santa Barbara County region with a three-pronged approach: providing computing devices, tech support, and teaching digital literacy skills.

The selected subrecipient will work with individuals from underserved communities aligned with the California Statewide Digital Equity Plan targeted populations to support their economic self-reliance and advance economic equity through the following Digital efforts and tasks:

1. **Digital Literacy Courses:** Target digital upskilling in English Language Learner (ELL) and Mature Worker (MW) communities, and support small business growth.
 - **New to Tech Computer Basics Curriculum (6-week course):**
 - Serve a minimum of three cohorts of 10 MW participants each (total 30).
 - Serve a minimum of three cohorts of 15 - 20 ELL participants each (total 45-60).
 - **Get Your Small Business Online Curriculum (9-week course):**
 - Serve a minimum of two cohorts of 15-18 participants (total 30 - 36) with digital fluency classes including three hours of business advising provided by the Small Business Development Center.
2. **Device Distribution:** Distribute 75 - 100 free computers to residents who successfully complete the course(s).
3. **Program Enrollment and Education:** Enroll participants from eligible households in the Affordable Connectivity Program and provide education and enrollment support on available programs, subsidies, incentives, and services - including those for energy rate assistance, internet access, etc. to all participants.
4. **Final Report:** Provide 3CE with a Final Report (maximum five pages in length preferred) detailing the completed work and key outcomes of the project by September 30, 2024.

ATTACHMENT 2

EDC Grant Agreement

**AN AGREEMENT FOR GRANT FUNDS
BETWEEN THE CITY OF GOLETA
AND
ECONOMIC DEVELOPMENT COLLABORATIVE**

THIS AGREEMENT FOR GRANT FUNDS ("Agreement"), made and entered into this 19th day of September, 2023, by and between the CITY OF GOLETA, a municipal corporation (herein referred to as "City"), and the **ECONOMIC DEVELOPMENT COLLABORATIVE (EDC)**, a private non-profit corporation (herein referred to as "Grantee").

WHEREAS, Grantee is a non-profit organization supporting broadband digital equity project management services for the Execution of the 3CE Broadband Access Initiative to support the Advancing Regional Digital Equity Project; and

WHEREAS, Grantee is providing services as identified in paragraph 1A; and

WHEREAS, the City chooses to contract for the above-described services, which benefit the City, its residents, business and property owners, and employees, because it is unable to provide such services with its own resources; and

WHEREAS, it is beneficial to the City, its residents, business and property owners, and employees and the public welfare that these services be provided; and

WHEREAS, Grantee desires to provide to the City, its residents, business and property owners, and employees said services and is qualified by reason of experience, organization, preparation, staffing, and facilities to provide such services; and

WHEREAS, the City Council, on this 19th day of September, 2023, approved this Agreement and authorized the City Manager to execute the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the promises herein contained, City and Grantee agree as follows:

1. DESCRIPTION OF SERVICES

(a) The services to be performed by Grantee are as follows:

Professional broadband digital equity project management Services in conjunction with Services shall generally include oversight, execution of, and reporting on the 3CE Digital Equity Project, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

Grantee shall provide the following deliverables to the City by September 30, 2024:

(i) Financial documentation: This should include an itemized report detailing how the funds were expended. Grantee should also retain receipts of any expenditures as back up for a minimum of two years should the City request this information.

(ii) Sample promotional program materials (if applicable)

(iii) End-of-year program report: The Grantee shall complete and submit an End of Year Report for each program year during the term of this agreement, in accordance with the template attached in Exhibit A.

(b) Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described in Exhibit A Scope of Work. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to refund the grant amount in full or in part as directed by City.

(c) City determines that funding is for a project that provides a public benefit within the City of Goleta.

(d) No part of funds provided pursuant to this Agreement shall be used to construct a public project as that is defined in California Labor Code Section 1771, or any administrative or judicial authorities interpreting this section.

2. GRANT PAYMENT

(a) **Maximum and Rate.** The total grant payable to Grantee by City for services under this Agreement shall be \$75,000.

(b) **Payment Schedule.** City shall fund Grantee with grant funds no later than October 31, 2023.

3. RESTRICTIONS AND LIMITATIONS ON USE OF CITY FUNDS

(a) Grant funds provided by City under this Agreement shall not be used for political campaigning purposes or activities. Grantee may not endorse, fundraise, campaign or otherwise support or oppose a candidate for a City of Goleta elected office.

(b) Grant funds provided by City under this Agreement shall not be used for religious activities.

4. TERM

The term of this agreement shall commence on the date first written above and continue until September 30, 2024.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

City's "Project Manager", as that person is designated by the City from time to time, is Shannon Kirn, Management Analyst.

6. PROGRESS AND COMPLETION

Grantee shall commence work on the services to be performed upon receiving written authorization to proceed with the work provided by City's Project Manager and receipt of an executed Agreement. All services shall be completed within the term of this Agreement. If the services are incomplete in any way, the Project Manager may take appropriate action under this Agreement, at law or in equity, including requiring Grantee to repay to City any funds received for such projects.

7. PREVAILING WAGES

To the extent any work performed by or for the Grantee pursuant to this Agreement requires that the payment and reporting of payment of prevailing wages pursuant to State law, such obligation is the responsibility of Grantee.

8. OWNERSHIP OF DOCUMENTS

City may request any drawings, designs, data, photographs, report and other documentation directly related to the project (other than Grantee's drafts, notes and internal memoranda), including duplication of same, prepared by Grantee in the performance of these services.

9. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

Shelby Arthur, or other City-approved representative, is deemed to be specially experienced and is a key member of the project team of Grantee, and shall be directly involved in performing, supervising or assisting in the performance of this work. She/he shall communicate with, and periodically report to, City's Project Manager on the progress of the work. No work shall be assigned to a subcontractor without City's written consent.

10. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for Grantee's Damages.** Grantee holds City, its elected officials, officers, and employees, harmless from all Grantee's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Grantee, to Grantee's employees, to Grantee's volunteers, contractors or subcontractors, or to the owners of Grantee's firm, whether damages, losses, injuries or liability occur during the work

required under this Agreement, or occur while Grantee is on City property, or which are connected, directly or indirectly, with Grantee's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Grantee shall investigate, defend, and indemnify City, its elected officials, officers, employees, and volunteers 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 Grantee or Grantee's volunteers, contractors, subcontractors, or the willful misconduct of Grantee or Grantee's volunteers, contractors, 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 in law or equity 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 to such litigation.

(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 11.

11. INSURANCE

Without limiting Grantee's indemnification of Agency, and prior to commencement of Work, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Grantee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Grantee arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit per accident.

Workers' compensation insurance. Grantee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with

limits of at least \$1,000,000). Grantee shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Primary/noncontributing. Coverage provided by Grantee shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. If the Grantee maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Grantee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. City, its officers and employees, shall be named as additional insured. Grantee shall provide City with copies of certificates for all policies, in a format acceptable to City, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. Insurance certificates must be submitted by Grantee and approved by City before grant work commences.

12. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Grantee be considered an officer, agent, servant or employee of City. Grantee shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

13. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, Grantee 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. Grantee 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.

14. 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.

15. 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.

16. 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.

17. 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 the Superior Court of Santa Barbara County.

18. NONDISCRIMINATION

Grantee shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, and sexual orientation.

19. 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.

20. 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.

21. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Grantee'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. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

22. 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 unless to do so would frustrate the principal purposes of the Agreement.

23. 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: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO GRANTEE: Bruce Stenslie, CEO/President
Economic Development Collaborative
4001 Missions Oaks Blvd, Suite A-1
Camarillo, Ca 93012

24. COUNTERPARTS AND FACSIMILE OR PDF SIGNATURES

This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. This Agreement may be delivered by facsimile and/or emailed pdf format, and such signatures shall constitute an original signature for any and all purposes.

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

GRANTEE

Robert Nisbet, City Manager

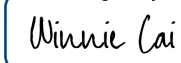
Name: Bruce Stenslie
Title: CEO/President

ATTEST

Deborah Lopez, City Clerk

Name
Title

APPROVED TO FORM

DocuSigned by:

A4DF8F806161408...

Winnie Cai, Deputy City Attorney

EXHIBIT A Scope of Work

Digital Literacy and access to technological tools that advance literacy are integral, necessary realities for anyone seeking economic self-reliance and equitable participation in our communities. Access to broadband and computing devices continues to improve at a slow pace, and many low-income and underserved communities lack digital technology and skills. According to the [National Skills Coalition](#), 92% of jobs require digital skills. However, one-third of workers do not have the skills necessary for these jobs. As technology advances and is required for most facets of life, equipping community members with Digital Literacy skills helps to support their independence, reduce their isolation and emotional stress, improve their employability, increase their access to resources and services, and invest back into local economic growth in an equitable manner.

To help ongoing, local efforts to close the existing Digital Divide in the Central Coast region, 3CE aims to partner with member agencies and regional economic agencies to further support broadband access and Digital Literacy through a grant issued to the City of Goleta. To advance digital equity and workforce development, the Economic Development Collaborative /Broadband Consortium will work with community-based organizations to reach low-income communities in the City of Goleta and Santa Barbara County with a three-pronged approach: providing computing devices, tech support, and teaching digital literacy skills, targeting digital upskilling in English Language Learner (ELL) and Mature Worker (MW) communities, and supporting small business growth locally and across Santa Barbara County.

The project scope of work to be performed by Economic Development Collaborative on behalf of the City of Goleta to meet the requirements for the 3CE Digital Equity Project follows:

1. **Digital Literacy Courses:** Deliver two levels of Digital Literacy programming through in-person sessions held in the City of Goleta. Target digital upskilling in English Language Learner (ELL) and Mature Worker (MW) communities, and support small business growth:
 - New to Tech Computer Basics Curriculum (6 week course):
 - Serve a minimum of three cohorts of 10 Mature Worker participants each (total 30).
 - Serve a minimum of three cohorts of 15 - 20 English Language Learner participants each (total 45-60).
 - Get Your Small Business Online Curriculum (9 week course):
 - Serve a minimum of two cohorts of 15-18 participants (total 30 - 36) with digital fluency classes including three hours of no-cost

business advising provided by the Small Business Development Center.

2. **Device Distribution:** Distribute 75 - 100 free computers to residents who successfully complete the course(s).
3. **Program Enrollment and Education:** Enroll participants from eligible households in the Affordable Connectivity Program and provide education and enrollment support on available programs, subsidies, incentives, and services - including those for energy rate assistance, internet access, etc. to all participants.
4. **Final Report:** Complete an evaluative report using Digital Upskilling metrics and describing participation, impact, and experience of participants that can be shared with City of Goleta stakeholders and 3CE stakeholders. Provide the City and 3CE with the Final Report (maximum five pages in length preferred) detailing the completed work and key outcomes of the project by 30, 2024.

End of Year Report Template

Agency Name:

Contract Amount: \$

Activity or Program Name:

Activity Location:

Agency Contact Name:

Agency Contact Number:

1. Please describe the activity or program accomplishments.

2. Comment on areas of significant deviation from the activity/program goals and objectives, if any.

3. Comment on any areas of significant deviation from the budget proposal submitted with the activity/project application, if any.

4. Approximately how many persons in Goleta were served?

5. Please attach an itemized budget report, detailing how the program or activity funds were expended.

ATTACHMENT 3

Project Proposal

Advancing Regional Digital Equity
City of Goleta (PENDING)
Broadband Consortium Pacific Coast, hosted by Economic Development Collaborative
American GI Forum Education Foundation (AGIF)
Women's Economic Ventures (WEV)

Importance of Regional Digital Equity

Digital Literacy and access to technological tools that advance literacy are integral, necessary realities for anyone seeking economic self-reliance and equitable participation in Santa Barbara County. Access to broadband and computing devices continues to improve at a slow pace, and many low-income and underserved communities lack digital technology and skills. According to the [National Skills Coalition](#), 92% of jobs require digital skills. However, one-third of workers do not have the skills necessary for these jobs. As technology advances and is required for most facets of life, equipping rural community members with Digital Literacy skills helps to support their independence, reduce their isolation and emotional stress, improve their employability, increase their access to resources and services, and invest back into local economic growth in an equitable manner.

As a notable prong of Central Coast Community Energy's (3CE) mission of providing reliable, affordable, clean electricity and electrification programs to reduce GHG emissions and strengthen our local economy, access to broadband and advancing Digital Literacy skills in unserved and underserved communities are the company's priorities toward its equity-focused vision. To help ongoing, local efforts close the existing Digital Divide in the Central Coast region, 3CE aims to partner with member agencies and regional economic agencies to further support broadband access and Digital Literacy in Member Agency communities. The primary emphasis of this partnership is to provide support toward access and Digital Literacy efforts in underserved communities within the area. The 3CE program funding opportunity for its Broadband Access initiative has the following goals:

- Reach a minimum of two member agencies in the 3CE service area.
- Address economic development, employment opportunities, and Digital Equity.
- Facilitate 3CE customer engagement, enable customer participation in energy programs, and support future demand response activities.

Through the proposed partnership, 3CE aims to contribute to the economic health of the Pacific Coast region by directly empowering community-based organizations in order to achieve their Digital Literacy efforts dedicated to underrepresented populations in the community. The Economic Development Collaborative (EDC) has taken the lead in the Pacific Coast tri-county region with the Digital Upskilling Initiative and will work with local partners to deliver digital literacy options to the community.

American GI Forum Education Foundation (AGIF) and Women's Economic Ventures (WEV) each work with their clients to improve digital access and economic opportunities for local communities. These local nonprofit organizations understand that to achieve Digital Equity, access to Digital Literacy is critical for historically disinvested communities in the region. The Pew Research Center's report indicates that Latinx and Hispanic communities continue to fall behind in digital access, including connectivity, access to devices, and skills. The Hispanic/Latinx populations, which constitute 47% of Santa Barbara County, are more likely to only have a smartphone as their primary Internet device. Similarly, those with incomes of less than \$75,000 are likely to be more smartphone-dependent than those with higher incomes. According to Migrant Policy Issues, immigrants make up one-third of the workforce without digital skills. If community-based organizations such as AGIF and WEV do not take immediate action toward addressing the Digital Literacy needs of underserved residents of the tri-county region, these communities will continue to be unqualified or underprepared for high-wage, family-sustaining jobs that are crucial for a thriving, equitable local economy. The Economic Development Collaborative (EDC) sees these issues

strongly reflected in the local communities and is prepared to provide Digital Literacy solutions with the concept of equity as its main driving mission.

Project Objectives:

To advance digital equity and workforce development, the Economic Development Collaborative /Broadband Consortium identified two partner community-based organizations, AGIF and WEV, to serve low-income communities Santa Barbara county with a three-pronged approach: providing computing devices, tech support, and teaching digital literacy skills.

Project Target Participants:

In partnership with EDC and BCPC, and through the generous support of 3CE, AGIF and WEV will focus on local underserved communities aligned with the California Statewide Digital Equity Plan target populations:

- Small business owners - WEV
- English Language Learners - AGIF
- Advanced age adults - AGIF

Target basic upskilling in English Language Learner (ELL) and Mature Worker (MW) communities, and support small business/entrepreneur digital modernizing across Santa Barbara County.

- New to Tech Computer Basics Curriculum (AGIF)
 - Serve three cohorts of 10 MW participants each (total 30 mature/advanced age workers).
 - Serve three cohorts of 15 - 20 ELL participants each (total 45-60).
- Get Your Small Business Online Curriculum: Offer at least two cohorts of digital fluency classes comprised of 15-18 individuals (total 30 - 36).

Project Priorities:

- Distribute 75 - 100 free computers to residents who complete the project.
- Enroll eligible households in the Affordable Connectivity Program and educate households on available program subsidies (energy, internet access, etc.)
- Provide Digital Literacy curriculum appropriate to the population served
- Evaluate participant outcomes connected to broadband equity and access

PROJECT BUDGET		
Personnel October 1,2023 – September 30, 2024	Amount	Description
WEV Digital Literacy Instructors - 1 English language, 1 Spanish language in 9-week program; including 3 hours of business advising for participants	\$21,730	Responsible for executing classes and one-on-one digital literacy support. Assist Director with collecting evaluations and intake forms as needed.
AGIF Program Director	\$11,340.00	Responsible for project management and completion. Oversees all staff.
AGIF Digital Literacy Instructors to serve six cohorts of participants in a 6-week program.	\$9,720.00	Responsible for executing classes and one-on-one digital literacy support. Assist Director with collecting evaluations and intake forms as needed.
Subtotal	\$42,790	
Devices	\$17,000	100 Refurbished laptops, Flash Drives, Wireless Mouse
Materials	\$210	Outreach
Economic Development Collaborative	\$15,000	Project Administration, grant management, and reporting
Subtotal	\$32,210	
Total	\$75,000	