

TO:	Mayor and Councilmembers
SUBMITTED BY:	JoAnne Plummer, Neighborhood Services Director
PREPARED BY:	Chuck Flacks, Homelessness Services Coordinator
SUBJECT:	Award of Professional Services Agreement to City Net for Outreach to People Experiencing Homelessness

# **RECOMMENDATION:**

Authorize the City Manager to execute a Professional Services Agreement with City Net for professional outreach services to people experiencing homelessness, living in vehicles, on the street, or in encampments, and other related assistance in an amount not to exceed \$634,956.77 for a term ending June 30, 2027, subject to City Council's adoption of the Fiscal Year 2025/26 and Fiscal Year 2026/27 City Operating Budget.

### **BACKGROUND:**

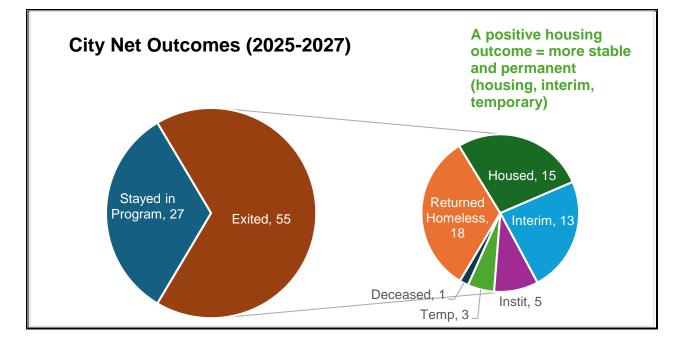
Currently, outreach to people experiencing homelessness is provided by City Net. Their contract ends June 30, 2025. The City of Goleta's procurement policies require that a new contract of this size facilitate a competitive bidding process to select the next vendor of this service.

On April 8, 2025, the Neighborhood Services Department issued a Request for Proposals (RFP) for an outreach and engagement service provider who could work with people living in vehicles, encampments, or on the streets. The RFP closed on May 5, 2025.

Two local nonprofit organizations responded to the RFP. Based on a set of objective criteria listed in the RFP, outside reviewers and staff reviewers determined that between City Net and New Beginnings Counseling Center, that City Net was the most qualified respondent.

City Net has been performing outreach to people experiencing homelessness in the City of Goleta since July of 2021. The results of their work for the contract between 2023-2025 are as follows:

- Number of people served: 82
- Number of chronically homeless people: 62 (76%)
- Number of program exits during contract: 55 (67% of those served)
- Number of exiting people moved to permanent housing 15 (27%)
- Number of exiting people moved to interim housing: 13 (23%)
- Number of exiting people moved to temporary housing: 3 (5%)
- Number of exiting people moved to institutions (jail, psychiatric hospital, drug treatment): 5 (9%)
- Number of exiting people returning to homelessness: 18 (33%)
- Number of exiting people with positive housing outcomes 34 (62%)



# **DISCUSSION:**

At the March 6, 2025, meeting of the Homelessness Issues Standing Committee (HISC), staff presented plans to continue the outreach work of the past four years. The Committee was concerned about continuing status quo operations for two primary reasons:

- Based on the Point in Time Counts and the By-Name list maintained by staff, the overall number of people experiencing homelessness has remained stubbornly consistent, even with over 100 people moving into housing.
  - The number housed has lagged behind the number of people entering the system by a 2:1 margin. The counts have stayed consistent because of attrition, not necessarily positive outcomes.

• The fastest growing segment of the population of people experiencing homelessness in Goleta is people living in vehicles. The current contract for outreach services did not extend outreach to this segment of the population.

To address the issue of people living in vehicles, the outreach RFP was expanded to include a focus on this population. Currently, the most recent count of people living in vehicles is 95<sup>1</sup>. According to the City-maintained By-Name list, the number of people who have identified themselves as homeless living in vehicles is 37.

While some people living in vehicles neither want nor need homelessness services, the gap between identified people and others demonstrates the need for more comprehensive outreach. City Net's current caseload in Goleta includes sixteen people living in vehicles, and they will work with New Beginnings to ensure that people have access to Safe Parking, rapid rehousing, and other supports to successfully move into housing.

To address the consistent population numbers of homeless people, City Net will work on expanding their existing relationships with people who have been homeless for more than five years and have expressed interest in the program. Currently, there are 41 people (25% of Goleta residents experiencing homelessness) who are in the homelessness-serving system and who have been homeless for more than five (5) years. The solution for these residents is permanent supportive housing. As new permanent supportive housing is developed over the next two years at Heritage Ridge and Patterson Point, City Net will help this difficult-to-serve group find placements since they will be the most eligible based on the Coordinated Entry System. For people who have consistently refused services for the past four years of repeated attempts, City Net will continue to assess their status but will scale back the number and frequency of services offered.

Strong outreach and case management will not solve homelessness; however, City Net's successes have helped many find a home. As solutions are created through new housing, landlord recruitment, and new, expanded prevention/diversion programs, outreach efforts can assist people to access them.

# GOLETA STRATEGIC PLAN:

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

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

**Strategic Goal**: 2.1 Provide community development for neighborhoods and social welfare assistance for disadvantaged and/or marginalized groups. Specifically, 2.1.1. Implement the Homelessness Strategic Plan to prevent homelessness in the City and to

<sup>&</sup>lt;sup>1</sup> Based on a periodic update of people living in vehicles provided by New Beginnings Counseling Center using the Fulcrum mapping system.

address those at risk of experiencing homelessness, including homeless veterans, youth, seniors, individuals, families, and the vehicular homeless.

### FISCAL IMPACTS:

Funding to support this contract is included in the proposed Neighborhood Services Fiscal Year 2025/26 (FY 25/26) and Fiscal Year 2026/27 (FY 26/27) budgets to cover the \$634,956.77 cost of this agreement. Funding for FY 25/26 is \$312,786.58, and FY 26/27 is \$322,170.18.

Approval of the proposed Service Agreement is subject to City Council's adoption of the FY 25/26 and FY 26/27 City Operating Budget during its scheduled public hearing on June 17, 2025.

## ALTERNATIVES:

An alternative to this program would be to spend no general fund revenue and rely exclusively on the County of Santa Barbara's outreach efforts through its time-limited California Housing and Homelessness Assistance Program and California Encampment Relief Fund support of Good Samaritan and New Beginnings Counseling Center, respectively, for their outreach.

The benefit of this approach is that outreach efforts would not rely on the City of Goleta to maintain and continue to provide funding support. The cost of this approach is a loss of focus on Goleta residents. The two County programs currently offer only one day a week (8 hours) or less of direct support to Goleta residents as compared to the proposed five days a week (80 hours). Thus, there would be significantly less outreach in Goleta and far fewer contacts and support opportunities if this program were not funded.

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

APPROVED BY: Robert Nisbet, City Manager

# ATTACHMENTS:

1. Agreement for Professional Services between the City of Goleta and City Net

# Attachment 1

Agreement for Professional Services Between the City of Goleta and City Net

Project Name: Outreach and Engagement to People Who are Homeless

#### AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF GOLETA AND CITY NET

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **CITY NET** a California Nonprofit Corporation (herein referred to as "CONSULTANT").

## **SECTION A. RECITALS**

- The CITY has a need for professional services for outreach, engagement and bridge housing to people living without homes in vehicles, on the streets. and in open spaces of Goleta, which shall generally include contacting and forming relationships with people, enrolling them in the Coordinated Entry System, offering emergency shelter, and providing housing case management; and
- 2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
- 3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
- 4. The City Council, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

### **SECTION B. TERMS**

# 1. <u>RETENTION AS CONSULTANT</u>

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 street outreach, engagement, and bridge housing services to people without homes shall generally including street outreach and engagement, housing navigation and housing stabilization, and case management 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 \$634,956.77 (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, 2027 after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

# 4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

## 5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

## 6. TERM, PROGRESS AND COMPLETION

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

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

## 7. OWNERSHIP OF DOCUMENTS

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

### 8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Al Ortiz, Regional Program Supervisor, is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

## 9. HOLD HARMLESS AND INDEMNITY

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

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

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

# 10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of Aor 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: Brad Fieldhouse, President/Founder Kingdom Causes dba City Net

City of Goleta Neighborhood Services and City Net Page 10 of 16 4508 Atlantic Avenue, Suite 292 Long Beach, CA 90807

### 32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

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

CITY OF GOLETA

## CONSULTANT

Robert Nisbet, City Manager

Bradley J. Fieldhouse, President/Founder

ATTEST

Deborah Lopez, City Clerk

Arthur Gray, Board Secretary

APPROVED AS TO FORM: ISAAC ROSEN, CITY ATTORNEY

signed by: Scott Shapses

Scott Shapses, Deputy City Attorney

City of Goleta Neighborhood Services and City Net Page 11 of 16

## EXHIBIT A – SCOPE OF SERVICES

City Net will provide a full-time team of two case managers who will provide outreach and housing navigation services to anyone experiencing homelessness in the city of Goleta including people living in vehicles.

### **Description of Services**

#### Street Outreach

Outreach and engagement efforts are the first intentional step City Net case managers take towards finding, connecting with and supporting people experiencing homelessness. During outreach, case managers locate common hot spots (i.e. encampments, streets, and parks) and visit frequently to build trust and rapport with clients. Case managers bring necessities like snack packs, water, and hygiene kits, as well as information regarding potential referrals to available services in the area. During outreach, there is no pressure to engage with services and conversations center around getting to know the person in a non-judgmental environment. Case managers are trained to zero in on details that provide insight to the clients' motivations for future engagement.

#### Engagement

Once enough trust and rapport are built, engagement can begin. Case managers use the details they have learned about the client to begin motivational interviewing and harm reduction approaches to behavior change. The goal of engagement is to support clients in their decision to voluntarily participate in services and move towards stable housing. At this point, clients are not official "City Net clients" but are in the preparatory stages of accepting help and completing the enrollment process.

Specific activities may include:

- Conducting an initial assessment of client needs and eligibility
- Providing informal crisis counseling
- Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries
- Actively connecting and providing information and referrals to needed services
- Making formal referrals into the city and/or Continuum of Care (CoC) shelter and housing system

### Case Management

Case management activities assess housing and service needs and arrange, coordinate and/or monitor the delivery of individualized services. Specific activities include:

- Assessment and intake using HMIS
- Conducting initial evaluations including verifying and documenting eligibility

- Developing/securing/coordinating services
- · Helping obtain Federal, State, and local benefits
- Monitoring and evaluating program participant progress in particular programs
- Providing information and referrals to other providers
- Developing an individualized housing stabilization plan

## Housing Navigation

City Net will partner with local agencies and will provide housing navigation services and will acquire the documentation and assist with forms required for housing. Housing navigation also involves housing search which includes attending property owner meetings, setting appointments, and assisting with paperwork related to housing applications. Other services include coordinating moving arrangements for the client and setting up utilities, as well as mediation with property owners on behalf of the client.

## Transportation

Through use of privately leased vans and/or transportation services, City Net will engage in:

- Transporting unsheltered people to emergency shelters, emergency health, emergency mental health, or other service facilities
- Provision of public transportation for participants
- Transportation costs (bus tickets, gas, minor car repairs, etc.) to assist homeless neighbors to relocate out of the region, provided they have permanent housing there
- Assisting program participants to use public transportation

# Emergency Health/Mental Health

City Net will refer homeless neighbors to emergency health and/or emergency mental health services to the extent that other customary emergency health services and treatments are unavailable or inaccessible to the homeless neighbor. A referral example is outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.

# **Services for Special Populations**

Services for special populations are essential services that have been tailored to address the special needs of homeless youths, victims of domestic violence, dating violence, sexual assault, or stalking, including connections to services offered by rape crisis centers, domestic violence shelters, and other organizations that serve persons who meet the HUD homeless definition and have special needs.

#### Food and Emergency Services

Food and other emergency services will be given to clients primarily as they first move into housing and for emergency circumstances. During the duration of their tenancy, clients will be connected to food banks and service agencies in the community as their primary resource for emergency needs.

### **City Net Data Collection Policy**

The information City Net collects about individuals and families who access our services is confidentially stored in a local electronic database called the Homeless Management Information System (HMIS). HMIS securely records information (data) about people accessing housing and homeless services, which may include, but is not limited to, names and contact information, birthdates, demographic information, self-reported medical information, Veteran status, disability status, etc. Under the HMIS Data-Sharing Agreement, the individual client data of those who consent to have their information stored in HMIS is only viewable by qualified staff at each participating agency. In order to participate in HMIS, leaders at each agency must sign an Agency Agreement that includes a commitment to protecting client data and maintaining confidentiality, and agency staff must pass multiple trainings that each go over the importance of client privacy.

City Net is accountable to our HMIS Data-Sharing partners, to the local County, to our local Continuum of Care, and to the Department of Housing and Urban Development (HUD) to maintain the privacy and security of the confidential personal information we collect about our clients and their families. Aside from these legal and funding-related obligations, we also believe we have an ethical responsibility to our clients to not share their personal data in ways to which they've not agreed. To ensure City Net's commitment to excellent data collection, privacy and security, analysis and reporting practices, City Net does not authorize external agencies to complete these functions on our behalf except in very limited circumstances and only with prior written approval and with City Net's full participation in all data reporting and analysis. This is so that City Net can responsibly provide context and analysis for the data City Net collects within collaborative efforts to coordinate the most effective services for our homeless neighbors, better understand homelessness in our community, assess the types of resources needed in our local area, and participate in generating aggregate statistical reports to HUD, which help to improve policy and bring adequate funding of services for the most vulnerable populations in our community, and so City Net can assure its ethical and legal responsibilities to homeless neighbors to not share their data in ways to which they have not agreed

> City of Goleta Neighborhood Services and City Net Page 14 of 16

# EXHIBIT B – SCHEDULE OF FEES

Goleta Street Outreach and Engagement, FYE26 and FYE27 (at 3% COLA), 2 full-time case managers plus support staff, with client services

Labor								
Title/Role	Description	Est. Full Comp	Hrs/ week	Wks	FTE	FYE26	FYE27	TOTAL
Regional Program Director	Project compliance with management, operations and public safety standards	\$55.12	2	52	0.05	\$5,732.48	\$5,904.45	\$11,636.93
Program Supervisor	Direct program activities, staff management/ supervision and project coordination	\$45.46	6	52	0.15	\$14,183.52	\$14,609.03	\$28,792.55
Case Manager	Street outreach, case mgt, housing navigation	\$40.03	40	52	2.00	\$166,524.80	\$171,520.54	\$338,045.34
Data Analyst	HMIS data entry, reporting, data compliance	\$34.68	4	52	0.10	\$7,213.44	\$7,429.84	\$14,643.28
Executive leadership	Quality control, problem solving	\$95.65	2	52	0.05	\$9,947.60	\$10,246.03	\$20,193.63
Finance and Billing	Payroll, billing, financial controls	\$53.91	2	52	0.05	\$5,606.64	\$5,774.84	\$11,381.48
Human resources	Staff recruiting, hiring, training, disputes	\$44.57	2	52	0.05	\$4,635.28	\$4,774.34	\$9,409.62
			Labo	r Subtotal:	2.45	\$213,843.76	\$220,259.07	\$434,102.83
Operations, Program and C	lient Expenses							
Item	Description					FYE26	FYE27	TOTAL
Client Services	Client/staff transport (1 vehicles): vehicle hire fee, gas, insurance, maintenance, plus other local transportation for clients.					\$27,000.00	\$27,810.00	\$54,810.00
Client Services	Fees, rental assistance and move-in costs for: rapid rehousing, sober living homes, room and board, rooms for rent, relocations, etc. Also fees for documentation, local transportation, work expenses, etc.					\$18,000.00	\$18,540.00	\$36,540.00
Rent	Office space and office equipment/furniture rental					\$8,820.00	\$9,084.60	\$17,904.60
Computing and Telecommunications	Computing (computer, IPad, phone), telecommunications (phones & cell service), printer/copier w/supplies, hardware & software, wifi, etc.					\$3,540.00	\$3,646.20	\$7,186.20

Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.	\$2,205.00	\$2,271.15	\$4,476.15
Materials and Supplies	IT support and client management software licenses	\$2,940.00	\$3,028.20	\$5,968.20
Materials and Supplies	Financial audits, and other required external programmatic and workplace health and safety audits	\$1,029.00	\$1,059.87	\$2,088.87
Materials and Supplies	Liability Insurance and Worker's Comp Insurance	\$6,973.68	\$7,182.89	\$14,156.57
	Operations, Program and Client Expenses	\$70,507.68	\$72,622.91	\$143,130.59
Subtotal:				
Indirect Costs				
Category	Description	FYE26	FYE27	TOTAL
Deminimis	This fee is charged at a rate of 10% to offset expenses incurred by the organization but not billable as direct project expenses.	\$28,435.14	\$29,288.20	\$57,723.34
	Indirect Subtotal:	\$28,435.14	\$29,288.20	\$57,723.34
	Project TOTAL	\$312,786.58	\$322,170.18	\$634,956.77