



**Agenda Item B.4**  
**CONSENT CALENDAR**  
**Meeting Date: July 19, 2016**

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**TO:** Mayor and Councilmembers

**FROM:** Michelle Greene, City Manager

**CONTACT:** Valerie Kushnerov, Community Relations Manager

**SUBJECT:** Community Organization Funding Agreements for FY 2016/17

**RECOMMENDATION:**

- A. Approve and authorize the City Manager to execute an Agreement for Grant Funds with the Santa Barbara Unified School District for a Junior High After School Sports program for FY 2016/17 in the amount of \$13,000 (Attachment 1).
- B. Approve and authorize the City Manager to execute an Agreement for Grant Funds with the United Way for a Landlord Liaison Program for FY 2016/17 in the amount of \$5,000 (Attachment 2).
- C. Approve and authorize the City Manager to execute an Agreement for Grant Funds with the Goleta Valley Chamber of Commerce for a Visitor Services Program for FY 2016/17 in the amount of \$150,000 (Attachment 3).
- D. Approve and authorize the City Manager to execute an Agreement for Grant Funds with the Coalition for Sustainable Transportation (COAST) for a Safe Routes to School Program for FY 2016/17 in the amount of \$6,000 (Attachment 4).
- E. Approve and authorize the City Manager to execute an Agreement for Grant Funds with the Center for Urban Agriculture at Fairview Gardens to support educational programs for FY 2016/17 in the amount of \$50,000 (Attachment 5).
- F. Approve and authorize the City Manager to execute an Agreement for Grant Funds with the Foundation for Girsh Park to support recreational programs for FY 2016/17 in the amount of \$100,000 (Attachment 6).
- G. Approve and authorize the City Manager to execute an Agreement for Grant Funds with the Goleta Valley Historical Society to support a multi-phased Arboretum Project and other operations for FY 2016/17 in the amount of \$100,000 (Attachment 7).
- H. Approve and authorize the City Manager to execute an Agreement for Grant Funds with the Unitarian Society of Santa Barbara to support Freedom Warming Centers for FY 2016/17 in the amount of \$5,000 (Attachment 8).
- I. Approve and authorize the City Manager to execute an Agreement for Grant Funds with the Housing Trust Fund of Santa Barbara County for a South Cost Workforce Homebuyer Program for FY 2016/17 in the amount of \$25,000

(Attachment 9).

- J. Approve and authorize the City Manager to execute an Agreement for Grant Funds with the South Coast Railroad Museum for an assistant director for FY 2016/17 in the amount of \$13,300 (Attachment 10).
- K. Approve and authorize the City Manager to execute an Agreement for Grant Funds with the Goleta Valley Community Center for senior programming for FY 2016/17 in the amount of \$25,000 (Attachment 11).

#### **BACKGROUND:**

The City Council receives requests for line item grant funding from community organizations. Typically, the City Council reviews requests as part of their two-year General Fund Budget adoption process. Agencies must identify the grant need and how services or programs will benefit the Goleta community. The organizations receiving grant funds provide needed community services, educational programs and recreational opportunities. All grant recipients must demonstrate they are sufficiently experienced in providing the services for which they are requesting funds. With the exception of the South Coast Railroad Museum, all of these funds were allocated in the first year of the two-year budget process. The Council supported the request by the Railroad Museum during the budget review this spring for a one time grant.

#### **DISCUSSION:**

The City Council discussed the line item grant requests during the FY 15/16 and FY 16/17 Budget workshops. During these workshops, the City Council agreed to provide grant funds to agencies providing services to the Goleta community. These agreements formalize the expectations and requirements between the organizations and the City on an annual basis.

#### **ALTERNATIVE:**

There is no alternative to the recommended action as the grant allocations have already been adopted in the FY 2016/17 Budget.

#### **FISCAL IMPACT:**


The following allocations were adopted by the City Council as part of the FY 2016/17 Budget.

Account	Grantee	FY 16/17 Grant Amount
101-5-1100-223	Santa Barbara Unified School District	\$ 13,000
101-5-1100-223	United Way (C3H)	\$ 5,000
101-5-1100-223	Goleta Valley Chamber of Commerce	\$ 150,000
101-5-1100-223	Coalition for Sustainable Transportation (COAST)	\$ 6,000
101-5-1100-223	Center for Urban Agriculture at Fairview Gardens	\$ 50,000
101-5-1100-223	The Foundation for Girsh Park	\$ 100,000
101-5-1100-223	Goleta Valley Historical Society	\$ 100,000
101-5-1100-223	Unitarian Society of Santa Barbara (Freedom Warming Centers)	\$ 5,000
225-5-6100-223	Housing Trust Fund	\$ 25,000
101-5-1100-223	South Coast Railroad Museum	\$ 13,300
101-5-1100-223	Goleta Valley Community Center (Senior program)	\$ 25,000
	<b>Total</b>	<b>\$ 492,300</b>

Legal Review By:

Approved By:

  
 Tim Giles  
 City Attorney

  
 Michelle Greene  
 City Manager

ATTACHMENTS:

1. Agreement for Grant Funds with the Santa Barbara Unified School District for a Junior High After School Sports program for FY 2016/17.
2. Agreement for Grant Funds with the United Way for a Landlord Liaison Program for FY 2016/17.
3. Agreement for Grant Funds with the Goleta Valley Chamber of Commerce for a Visitor Services Program for FY 2016/17.
4. Agreement for Grant Funds with the Coalition for Sustainable Transportation (COAST) for a Safe Routes to School Program for FY 2016/17.
5. Agreement for Grant Funds with the Center for Urban Agriculture at Fairview Gardens to support educational programs for FY 2016/17.
6. Agreement for Grant Funds with the Foundation for Girsh Park to support recreational programs for FY 2016/17.
7. Agreement for Grant Funds with the Goleta Valley Historical Society to support a multi-phased Arboretum Project and other operations for FY 2016/17.
8. Agreement for Grant Funds with the Unitarian Society of Santa Barbara to support Freedom Warming Centers for FY 2016/17.
9. Agreement for Grant Funds with the Housing Trust Fund of Santa Barbara County for a South Cost Workforce Homebuyer Program for FY 2016/17.
10. Agreement for Grant Funds with the South Coast Railroad Museum for an assistant director for FY 2016/17.
11. Agreement for Grant Funds with the Goleta Valley Community Center for an senior programming for FY 2016/17.

## **Attachment 1**

Agreement for Grant Funds with the Santa Barbara Unified School District  
for a Junior High After School Sports program for FY 2016/17

**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
THE SANTA BARBARA UNIFIED SCHOOL DISTRICT**

**THIS AGREEMENT FOR GRANT FUNDS** (herein referred to as "Agreement"), is made and entered into this 19<sup>th</sup> day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and the **SANTA BARBARA UNIFIED SCHOOL DISTRICT**, (herein referred to as "Grantee").

**WHEREAS**, Grantee is the Santa Barbara Unified School District; and

**WHEREAS**, Grantee represents that it is sufficiently experienced and capable of providing the Junior High Afterschool Sports Program; and

**WHEREAS**, Grantee was selected for award of this Agreement on the basis of its services it provides to students in our community; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of July, 2016, approved this Agreement and authorized the City Manager to execute this Agreement per Goleta Municipal Code 03.05.240.

City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

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

Junior High Afterschool Sports Program. A scope of work is attached as Exhibit A.

(b) Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to be subject to City's request to refund the grant amount in full or in part.

(c) City determines that funding is for a project that provides a public wide community 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 and 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 \$13,000.

(b) **Payment Schedule.** City shall fund Grantee with payment of the grant amount no later than September 1, 2016.

(c) **Term.** The term of this Contract shall commence on the effective date of this Agreement and continue until June 30, 2017.

**3. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that staff person is designated by City from time to time, is Valerie Kushnerov, Community Relations Manager.

**4. PROGRESS AND COMPLETION; DELAY DAMAGES**

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 time generally described in "Exhibit A". Should the required work not be completed to the standards set forth in "Exhibit A" or be 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.

**5. 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.

**6. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Cary Matsuoka 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.

**7. 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 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 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 8.

## **8. INSURANCE**

Grantee represents that they are self-insured under the laws of the State of California.

## **9. 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.

## **10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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:	Michelle Greene, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO GRANTEE:	Cary Matsuoka, Superintendent Santa Barbara Unified School District 720 Santa Barbara Street Santa Barbara, CA 93101 (805) 963-4338, ext 6201

**Signatures on following page**

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**

**SANTA BARBARA UNIFIED SCHOOL  
DISTRICT**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Cary Matsuoka, Superintendent

**ATTEST**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney

**Exhibit A**  
**Scope of Work**

1. Grantee shall provide administrative support, management and oversight of an afterschool sports program at Goleta Valley Junior High School during each academic calendar year.
2. The City will provide financial support of said program.
3. The core purpose of the afterschool sports program is to provide junior high students with a safe, structured and healthy supervised environment at selected district or city properties.
4. Grantee oversight shall include supervision of all participants; coordination of programs, equipment and related staff; scheduling of practices, events and activities; registration, enrollment and placement of all participants; and transportation services, when applicable.
5. Grantee assumes all liability for the program and its' participants.
6. Participation shall be free of charge and shall be open to all students of the school district.
7. Programs shall focus primarily on sports activities but may also include other enrichment activities.

## **Attachment 2**

Agreement for Grant Funds with the United Way for a Landlord Liaison Program for FY 2016/17.

**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
UNITED WAY OF NORTHERN SANTA BARBARA COUNTY**

**THIS AGREEMENT FOR GRANT FUNDS** ("Agreement"), made and entered into this 19<sup>th</sup> day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and the **UNITED WAY OF NORTHERN SANTA BARBARA COUNTY**, a non-profit organization, (herein referred to as "Grantee").

**WHEREAS**, Grantee is a countywide non-profit advocating the reduction of homelessness and the impacts caused by homelessness; and

**WHEREAS**, Grantee is providing continued regional coordination, which provides a public benefit to the City of Goleta; and

**WHEREAS**, Grantee desires to expand upon their housing program by developing a Landlord Liaison Program to individuals and families transitioning out of homelessness allowing them to rent affordable housing units in Santa Barbara County; and

**WHEREAS**, Grantee represents that it is sufficiently experienced and capable of utilizing all resources available to reduce the number of people experiencing homelessness, as well as minimize the impacts of homelessness in our City; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of July, 2016, approved this Agreement and authorized the City Manager to execute the Agreement per Goleta Municipal Code 03.05.240.

City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

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

Implement a Landlord Liaison Program, which seeks to incentivize landlords who own private units to rent to individuals and families transitioning out of homelessness. This will be a regional effort, but will be beneficial to the 2.5% of persons experiencing homelessness in Santa Barbara County that were encountered in the City of Goleta (2015 PIT Count).

**(b)** Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described on the application form submitted by Grantee. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to be subject to City's request to refund the grant amount in full or in part.

(c) Grantee warrants 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 \$5,000.

(b) **Payment Schedule.** City shall fund Grantee with payment of the grant amount no later than September 1, 2016.

(c) **Term.** The term of this Agreement shall commence on the effective date of this Agreement and continue until June 30, 2017.

## **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that staff person is designated by City from time to time, is Valerie Kushnerov, Community Relations Manager.

## **4. PROGRESS AND COMPLETION; DELAY DAMAGES**

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 its services shall be 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.

## **5. 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.

## **6. OWNERSHIP OF DOCUMENTS**

City may request all 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.

Grantee shall submit all copies of receipts of purchase for all project materials purchased from grant funds. These shall be submitted with the midterm and/or final project report.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Eddie Taylor, 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.

## **8. 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 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 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 9.

## **9. INSURANCE**

Grantee shall, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry adequate insurance as determined by City to protect Grantee from claims under workers compensation acts. Grantee shall also, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry general personal injury/property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 each



claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

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.

#### **10. 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.

#### **11. CORRECTIONS**

In addition to the above indemnification obligations, Grantee shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Grantee's work activities, report or plans as described in the Scope of Services. Should Grantee 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 Grantee or withheld from any funds due Grantee hereunder.

#### **12. 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.

#### **13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO GRANTEE: Eddie Taylor, Executive Director  
United Way of Northern Santa Barbara County  
PO Box 947  
Santa Maria, CA 93456  
805-922-0329

**Signatures on following page**

**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**

**UNITED WAY OF NORTHERN SANTA  
BARBARA COUNTY**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Eddie Taylor, Executive Director

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney

### **Attachment 3**

Agreement for Grant Funds with the Goleta Valley Chamber of Commerce for a Visitor Services Program for FY 2016/17.

**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
GOLETA VALLEY CHAMBER OF COMMERCE**

**THIS AGREEMENT FOR GRANT FUNDS** ("Agreement"), made and entered into this 19<sup>th</sup> day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and the **GOLETA VALLEY CHAMBER OF COMMERCE**, a non-profit corporation, (herein referred to as "Grantee").

**WHEREAS**, Grantee is a regional business-oriented membership organization that seeks to create a strong local economy, promote the community, and provide business resources and networking opportunities; and

**WHEREAS**, Grantee is providing a visitor services program which provides a public benefit to the City of Goleta; and

**WHEREAS**, Grantee desires to expand upon their existing programs by updating promotional materials, expanding on branding efforts, supporting additional conference services and group travel, and supporting promotion of Old Town Goleta. The City desires to financially support this effort; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of July, 2016, approved this Agreement and authorized the City Manager to execute the Agreement per the Goleta Municipal Code 03.05.240.

City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

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

Provide visitor services including branding, promotional materials, conference services, group travel WOPN/UCSB, and Old Town research and development for a future management plan. A detailed narrative description of services is attached.

**(b)** Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described on the application form submitted by Grantee. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to be subject to City's request to refund the grant amount in full or in part.

**(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 \$150,000.

(b) **Payment Schedule.** City shall fund Grantee with full grant amount no later than September 1, 2016.

(c) **Term.** The term of this Agreement shall commence on the effective date of this Agreement and continue until June 30, 2017.

## **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that staff person is designated by City from time to time, is Valerie Kushnerov, Community Relations Manager.

## **4. PROGRESS AND COMPLETION; DELAY DAMAGES**

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 its services shall be 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.

## **5. 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.

## **6. 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.

Grantee shall submit all copies of receipts of purchase for all project materials purchased from grant funds. These shall be submitted with the midterm and/or final project report.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Kristen Miller 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.

## **8. 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 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 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 9.

## **9. INSURANCE**

Grantee shall, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry adequate insurance as determined by City to protect Grantee from claims under workers compensation acts. Grantee shall also, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry general personal injury/property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 each



claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

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.

#### **10. 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.

#### **11. CORRECTIONS**

In addition to the above indemnification obligations, Grantee shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Grantee's work activities, report or plans as described in the Scope of Services. Should Grantee 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 Grantee or withheld from any funds due Grantee hereunder.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

#### **18. 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.

#### **19. 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.

## **20. 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.

## **21. 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.

## **22. 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:	Michelle Greene, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO GRANTEE:	Kristen Miller, President & CEO Goleta Valley Chamber of Commerce 5662 Calle Real #204 Goleta, CA 93117 (805) 967-2500

**Signatures on following page**

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**

**GOLETA CHAMBER OF  
COMMERCE**


\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Kristen Miller, President & CEO

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney

2015 BOARD OF DIRECTORS

Chair:  
Don Donaldson  
*Stantec*

President & CEO:  
Kristen Miller

First Vice Chair/Treasurer:  
Kathleen Cochran  
*Bacara Resort & Spa*

Vice Chairs:  
Peter Brown  
*Brownstein, Hyatt, Farber,  
Schreck*

Dave Clark  
*Impulse Advanced  
Communications*

William Macfadyen  
*Noozhawk*

Eric Onnen  
*Santa Barbara Airbus*

Steve Greig  
*California Resources Corp.*

Hallie Avolio  
*Latitude 34 Technologies*

Board Members:

Rod Alferness  
*University of California, Santa  
Barbara*

Bill Banning  
*Goleta Union School District*

Leslie Brickell  
*Courtyard Marriott Santa  
Barbara Goleta*

Warren Butler  
*Marketing Express*

Francois DeJohn  
*Hayes Commercial Group*

Hazel Johns  
*Santa Barbara Airport*

Trevor Large  
*Buynak, Fauver, Archbald &  
Spray LLP*

Dave Messner  
*Orbital/ATK Space Systems*

Steve Nicholson  
*Citrix Online*

Anne Pazier  
*Santa Barbara Gift Baskets*

Marty Plourd  
*Community West Bank*

Susan Rodriguez  
*Brown & Brown Insurance*

Cynder Sinclair  
*Nonprofit Kinnect*

Dawn Sproul  
*Cox*

Rachael Ross Steidl  
*ParentClick Inc.*

Bill Terre  
*FLIR Commercial Vision  
Systems*

Emma Torres  
*Union Bank*

Jim Youngson  
*Terrain Consulting*

Craig Zimmerman  
*The Towbes Group*



August 10, 2015

Mayor Perotte and Council:

The Goleta Valley Chamber of Commerce is excited to manage the Visitor Services Contract for FY2015-2017.

Visitor Services has become a very important part of our local economy with the largest amount of revenue coming from TOT. The Visitor Services program is an economic development effort to increase the economic impact of visitors in our community so that all businesses can benefit. Encouraging visitors to shop and dine in Goleta once they are here is a high priority of the program. We have a variety of visitors to our area, coming for business, leisure and parents visiting UCSB. We want all of our visitors to stay an extra day, eat at our restaurants and enjoy the natural beauty.

In the first two years of this initiative, we worked to produce a street map, tear-off map and a general brochure all focused on helping visitors understand how to get around and experience all that Goleta has to offer. We also started to look at Goleta's brand. We facilitated a branding study and market research that led to us adopting our tagline, "On the Coast, Down to Earth".

A large component of our continued contract will be focused on updating and reproducing these in-market visitor pieces. In 2 years, we have circulated over 24,000 maps and 3,500 visitor brochures. We look forward to updating these pieces with exciting new attractions, such as Ice in Paradise and the opening of two new area hotels.

Branding remains a strong focus as well. The market research completed in 2014 showed that Goleta does not have very much brand recognition. We are working on refining Goleta's brand and creating consistent messaging for our hotels and hospitality partners to use. We are working on promoting Goleta nation wide as a Hi-Tech hub, the home to UCSB – a World-Class university, a family-friendly, active community, that proudly boasts a plethora of natural escapes: from hiking, cycling, and jogging on the vast expanses of protected open lands, to kayaking, and surfing at Goleta beaches, and exploring the incredible Goleta Butterfly Preserve. Goleta also has some wonderful restaurants, hotels, spas and historic attractions. Our out of market promotions for Goleta are handled by the Goleta TBID, which is also managed by the Goleta Chamber. The two initiatives go hand in hand working to bring visitors to Goleta and servicing them once they are here.

Implementing conference services and helping with group travel is a new area of focus. Each March, the World of Pinot Noir comes to Bacara Resort & Spa bringing 2,000 visitors to the area. We have worked with WOPN and all area hotels to provide shuttles for all visitors to get around that weekend without driving. We continue to supply UCSB and the Airport Visitors Center with maps and information for their many visitors. We are launching our first familiarization (FAM) tour in October 2015 to educate frontline hotel staff about the Goleta area.

In addition to these areas, we are working to promote Goleta as a golf destination. We are home to world-class golf facilities and are eager to break into that market. We are partnering with Visit Santa Barbara to promote golf in Goleta through a Brand USA marketing campaign in the UK. The TBID and Visitor Services are working together to build a brand new GoGoleta.com with unique features to help visitors search places to eat and things to do online. We are continuing social media promotions and growing our presence on a variety of new media outlets.

Chair:  
Don Donaldson  
*Stantec*

President & CEO:  
Kristen Miller

First Vice Chair/Treasurer:  
Kathleen Cochran  
*Bacara Resort & Spa*

Vice Chairs:  
Peter Brown  
*Brownstein, Hyatt, Farber,  
Schreck*

Dave Clark  
*Impulse Advanced  
Communications*

William Macfadyen  
*Noozhawk*

Eric Onnen  
*Santa Barbara Airbus*

Steve Greig  
*California Resources Corp.*

Hallie Avolio  
*Latitude 34 Technologies*

Board Members:

Rod Alferness  
*University of California, Santa  
Barbara*

Bill Banning  
*Goleta Union School District*

Leslie Brickell  
*Courtyard Marriott Santa  
Barbara Goleta*

Warren Butler  
*Marketing Express*

Francois DeJohn  
*Hayes Commercial Group*

Hazel Johns  
*Santa Barbara Airport*

Trevor Large  
*Buynak, Fauver, Archbald &  
Spray LLP*

Dave Messner  
*Orbital/ATK Space Systems*

Steve Nicholson  
*Citrix Online*

Anne Pazier  
*Santa Barbara Gift Baskets*

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*Community West Bank*

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*Brown & Brown Insurance*

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Dawn Sproul  
*Cox*

Rachael Ross Steidl  
*ParentClick Inc.*

Bill Terre  
*FLIR Commercial Vision  
Systems*

Emma Torres  
*Union Bank*

Jim Youngson  
*Terrain Consulting*

Craig Zimmerman  
*The Towbes Group*



GOLETA VALLEY CHAMBER OF COMMERCE

A brand new project for the next two years is to focus on Old Town. As the City continues to work on updating the infrastructure in the Old Town district, the Chamber wants to research how to promote the area as a unique and funky place to explore. The first phase of this process is researching the area and working with the merchants and the existing old town associations on their vision for Old Town. The second phase would be promotions and the creation of some Old Town specific marketing pieces, such as a map, focused on the local places to eat and visit.

We continue to work closely with Visit Santa Barbara, UCSB and all Goleta hotels on these efforts. Although this contract is focused largely on the visitor, we really see this as an economic development initiative that will continue to evolve with our City.

Thank you,

Kristen Miller  
President & CEO

#### **Attachment 4**

Agreement for Grant Funds with the Coalition for Sustainable Transportation (COAST) for a Safe Routes to School Program for FY 2016/17.

**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
COALITION FOR SUSTAINABLE TRANSPORTATION**

**THIS AGREEMENT FOR GRANT FUNDS** ("Agreement"), made and entered into this 19<sup>th</sup> day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and the **COALITION FOR SUSTAINABLE TRANSPORTATION**, a non-profit organization (herein referred to as "Grantee").

**WHEREAS**, Grantee is a countywide non-profit agency that promotes convenient transportation alternatives; and

**WHEREAS**, Grantee surveys community members about their transportation needs and communicate with government officials and planners to ensure the needs are addressed in the transportation funding process; and

**WHEREAS**, Grantee desires to continue to provide services to our community and City desires to financially support this effort; and

**WHEREAS**, City desires to support Grantee in providing a Safe Routes to School program in Goleta; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of July, 2016, approved this Agreement and authorized the City Manager to execute the Agreement per the Goleta Municipal Code 03.05.240.

City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

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

COAST's Safe Routes to School is a program that encourages children to walk and ride their bikes to school safely. COAST shall provide a program which shall feature a Walk to School Day and Bike to School Day, year-round competitions, school mobility surveys, school zone safety assessments, pedestrian and bicycle safety training, and low-cost or free helmet distribution.

**(b)** Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described on the application form submitted by Grantee. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to be subject to City's request to refund the grant amount in full or in part.

**(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 \$6,000.

(b) **Payment Schedule.** City shall fund Grantee with payment of the grant amount no later than September 1, 2016.

(c) **Term.** The term of this Agreement shall commence on the effective date of this Agreement and continue until June 30, 2017.

## **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that staff person is designated by City from time to time, is Valerie Kushnerov, Community Relations Manager.

## **4. PROGRESS AND COMPLETION; DELAY DAMAGES**

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 services shall be 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.

## **5. 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.

## **6. 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.

Grantee shall submit all copies of receipts of purchase for all project materials purchased from grant funds. These shall be submitted with the midterm and/or final project report.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Eva Inbar 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.

## **8. 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 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 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 9.

## **9. INSURANCE**

Grantee shall, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry adequate insurance as determined by City to protect Grantee from claims under workers compensation acts. Grantee shall also, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry general personal injury/property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 each

claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

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.

#### **10. 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.

#### **11. CORRECTIONS**

In addition to the above indemnification obligations, Grantee shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Grantee's work activities, report or plans as described in the Scope of Services. Should Grantee 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 Grantee or withheld from any funds due Grantee hereunder.

#### **12. 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.

#### **13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO GRANTEE: Eva Inbar, President  
COAST  
P.O. Box 2495  
Santa Barbara, CA 93120  
(805) 875-3562

**Signatures on following page**

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**

**COALITION FOR SUSTAINABLE  
TRANSPORTATION**

\_\_\_\_\_  
Michelle Greene, City Manager


\_\_\_\_\_  
Eva Inbar, President

**ATTEST:**

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

\_\_\_\_\_  
Mark Bradley, Vice President

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney

## **Attachment 5**

Agreement for Grant Funds with the Center for Urban Agriculture at Fairview Gardens to support educational programs for FY 2016/17.

**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
THE CENTER FOR URBAN AGRICULTURE  
AT FAIRVIEW GARDENS**

**THIS AGREEMENT FOR GRANT FUNDS** ("Agreement"), made and entered into this 19<sup>th</sup> day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **THE CENTER FOR URBAN AGRICULTURE AT FAIRVIEW GARDENS**, a non-profit organization (herein referred to as "Grantee").

**WHEREAS**, Grantee is a countywide non-profit organization established in 1997 to preserve and operate Fairview Garden as a working organic farm; and

**WHEREAS**, Grantee is providing educational programs and public activities at the farm which provides a public benefit to the residents of Goleta; and

**WHEREAS**, Grantee desires to expand upon their programs to provide additional services, outreach and upgrade equipment and supplies, the City desires to financially support this effort; and

**WHEREAS**, Grantee represents that it is sufficiently experienced and capable of providing educational programs that serve our community; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of July, 2016, approved this Agreement and authorized the City Manager to execute the Agreement per Goleta Municipal Code 03.05.240.

City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

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

- Expansion of community areas to host neighbors, students, and events; and,
- Increase community outreach; and,
- Upgrade farm equipment and supplies.

**(b)** Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described on the application form submitted by Grantee. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to be subject to City's request to refund the grant amount in full or in part.



(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 \$50,000.

(b) **Payment Schedule.** City shall fund Grantee with full grant amount no later than September 1, 2016.

(c) **Term.** The term of this Agreement shall commence on the effective date of this Agreement and continue until June 30, 2017.

## **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that staff person is designated by City from time to time, is Valerie Kushnerov, Community Relations Manager.

## **4. PROGRESS AND COMPLETION; DELAY DAMAGES**

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 its services shall be 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.

## **5. 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.

## **6. 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.

Grantee shall submit all copies of receipts of purchase for all project materials purchased from grant funds. These shall be submitted with the midterm and/or final project report.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Dayna Birkley 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.

## **8. 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 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 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 9.

## **9. INSURANCE**

Grantee shall, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry adequate insurance as determined by City to protect Grantee from claims under workers compensation acts. Grantee shall also, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry general personal injury/property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 each

claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

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.

#### **10. 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.

#### **11. CORRECTIONS**

In addition to the above indemnification obligations, Grantee shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Grantee's work activities, report or plans as described in the Scope of Services. Should Grantee 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 Grantee or withheld from any funds due Grantee hereunder.

#### **12. 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.

#### **13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO GRANTEE: Dayna Birkley, Board President  
Fairview Gardens  
598 North Fairview Avenue  
Goleta, CA 93117  
(805) 967-7369

**Signatures on following page**

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**

**THE CENTER FOR URBAN  
AGRICULTURE AT FAIRVIEW  
GARDENS**


\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Dayna Birkley, President

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney

## **Attachment 6**

Agreement for Grant Funds with the Foundation for Girsh Park to support recreational programs for FY 2016/17.

**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
THE FOUNDATION FOR GIRSH PARK**

**THIS AGREEMENT FOR GRANT FUNDS** ("Agreement"), made and entered into this 19<sup>th</sup> day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **THE FOUNDATION FOR GIRSH PARK**, (herein referred to as "Grantee").

**WHEREAS**, Grantee is a non-profit organization that manages and maintains the facilities at Girsh Park which provides a public benefit to the residents of Goleta; and

**WHEREAS**, Grantee is providing recreation programs; and

**WHEREAS**, Grantee desires to continue providing recreational opportunities for the Goleta Community and the City desires to support Grantee in providing funding; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of July, 2016, approved this Agreement and authorized the City Manager to execute the Agreement per the Goleta Municipal code 03.05.240.

City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

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

Continued ongoing support for general maintenance of the 25 acre Girsh Park. A detailed narrative description is attached.

**(b)** Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described on the application form submitted by Grantee. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to be subject to City's request to refund the grant amount in full or in part.

**(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 \$100,000.

(b) **Payment Schedule. Payment Schedule.** City shall fund Grantee with full grant amount no later than September 1, 2016.

(c) **Term.** The term of this Agreement shall commence on the effective date of this Agreement and continue until June 30, 2017.

## **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that staff person is designated by City from time to time, is Valerie Kushnerov, Community Relations Manager.

## **4. PROGRESS AND COMPLETION; DELAY DAMAGES**

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 its services shall be 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.

## **5. 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.

## **6. 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.

Grantee shall submit all copies of receipts of purchase for all project materials purchased from grant funds. These shall be submitted with the midterm and/or final project report.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Ryan L. Harrington 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.

## **8. 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 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 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 9.

## **9. INSURANCE**

Grantee shall, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry adequate insurance as determined by City to protect Grantee from claims under workers compensation acts. Grantee shall also, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry general personal injury/property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

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.

#### **10. 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.

#### **11. CORRECTIONS**

In addition to the above indemnification obligations, Grantee shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Grantee's work activities, report or plans as described in the Scope of Services. Should Grantee 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 Grantee or withheld from any funds due Grantee hereunder.

#### **12. 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.

#### **13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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:	Michelle Greene, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO GRANTEE:	Ryan L. Harrington, Executive Director The Foundation for Girsh Park 7050 Phelps Road Goleta, CA 93117 (805) 968-2773

**Signatures on following page**

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**

**THE FOUNDATION FOR  
GIRSH PARK**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Ryan L. Harrington, Executive Director

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney



August 10, 2015

Luz Reyes-Martin  
Neighborhood Services and Public Safety  
130 Cremona Dr.  
Goleta, CA 93117

**Board of Directors**

Del Rudeen, President  
Frances Gilliland, Vice President  
Jane E. Russell, Treasurer

Jean Blois  
Chris Hahn  
Daniel E. Hochman  
Everett Kirkelic  
Leslie Lund  
Pat O'Malley  
Larry Parsons  
Alisa Pepper  
Dan Terry  
Clara van Meeuwen

**Advisory Board**

Anthony Borgatello  
David Borgatello  
Tom Caesar  
Virgil Elings  
Mark Ingalls  
Robert Kooyman  
Mark Linehan  
John Maloney  
Barrett O'Gorman  
Harriett Phillips  
Kimberly A. Schizas  
Derek A. Westen  
Dale Wilson  
Guy Wood

**City Representatives**

Tony Vallejo  
Bob Morganstern

**Executive Director**

Ryan L. Harrington  
rharrington@girshpark.org

Dear Luz,

For nearly a decade the City of Goleta and The Foundation for Girsh Park have maintained a highly successful public/private partnership to provide recreational opportunities for the community. Since September of 2007 the City of Goleta has contributed \$100,000 each year to Girsh Park's general operating budget. This funding has always been allocated for general maintenance of this 25 acre community asset. It has allowed us to keep our user fees very affordable for the non-profits and individuals that use Girsh Park for an array of recreational activities. These non-profit user groups include Dos Pueblos Little League, AYSO Region 122, Goleta Valley Dog Club, Central Coast Soccer League, SB Woman's Soccer Organization, Challengers Baseball, Special Olympics, etc.

We estimate that over 350,000 people use Girsh Park each year for many different activities such as soccer, baseball, dog programs, family events, community festivals, etc. We are a multi-use facility that brings together people of all ages, ethnicities, and socioeconomic levels to recreate in a safe and healthy environment. This investment in Girsh Park also helps to continue our successful enterprise, and fulfills the need for community recreation. This model ensures that your citizens have recreational opportunities at a fraction of the cost compared to a traditional city model.

Per our original agreement, two City representatives participate in our Board of Directors meetings. This includes a council member and a staff representative that serve as liaisons between our board and your organization. These liaisons are supplied with our annual operating budget, monthly reports, endowment information, capital budgets, and any other pertinent information. If there is any other information that you would like to receive, please do not hesitate to ask.

Your approved funding for this current budget cycle will continue to be used for general park maintenance. Our overall operating budget is \$430,000, and approximately 75% of the budget pays for facility maintenance. This funding is critical for maintaining this wonderful public/private partnership.

With Gratitude,

Ryan L. Harrington  
Executive Director

THE FOUNDATION  
FOR GIRSH PARK

7050 Phelps Road Goleta, California 93117  
(805) 968.2773 • Fax (805) 968.2832 • [www.girshpark.org](http://www.girshpark.org)

## **Attachment 7**

Agreement for Grant Funds with the Goleta Valley Historical Society to support a multi-phased Arboretum Project and other operations for FY 2016/17.



**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
GOLETA VALLEY HISTORICAL SOCIETY**

**THIS AGREEMENT FOR GRANT FUNDS** ("Agreement"), made and entered into this 19<sup>th</sup> day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and the **GOLETA VALLEY HISTORICAL SOCIETY**, a non-profit organization, (herein referred to as "Grantee").

**WHEREAS**, Grantee is a non-profit organization supporting the Rancho La Patera and Stow House; and

**WHEREAS**, Grantee has embarked on a multi-phased Arboretum Restoration Project; and

**WHEREAS**, Grantee desires funding for maintenance projects and general operations and City desires to financially support this effort; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of July, 2016, approved this Agreement and authorized the City Manager to execute the Agreement per the Goleta Municipal Code 03.05.240.

City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

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

Conduct a multi-phased Arboretum Restoration Project and ongoing maintenance projects and general operations that serve the community. A detailed narrative description of services grant funding shall support is attached.

**(b)** Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described on the application form submitted by Grantee. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to be subject to City's request to refund the grant amount in full or in part.

**(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 \$100,000.

(b) **Payment Schedule.** City shall fund Grantee with full grant amount no later than September 1, 2016.

(c) **Term.** The term of this Agreement shall commence on the effective date of this Agreement and continue until June 30, 2017.

## **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that staff person is designated by City from time to time, is Valerie Kushnerov, Community Relations Manager.

## **4. PROGRESS AND COMPLETION; DELAY DAMAGES**

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 its services shall be 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.

## **5. 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.

## **6. 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.

Grantee shall submit all copies of receipts of purchase for all project materials purchased from grant funds. These shall be submitted with the midterm and/or final project report.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Dr. Bob Muller 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.

## **8. 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 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 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 9.

## **9. INSURANCE**

Grantee shall, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry adequate insurance as determined by City to protect Grantee from claims under workers compensation acts. Grantee shall also, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry general personal injury/property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

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.

#### **10. 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.

#### **11. CORRECTIONS**

In addition to the above indemnification obligations, Grantee shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Grantee's work activities, report or plans as described in the Scope of Services. Should Grantee 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 Grantee or withheld from any funds due Grantee hereunder.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

#### **18. 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.

#### **19. 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.

#### **20. 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.

**21. 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.

**22. 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: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO GRANTEE: Dr. Bob Muller, President of the Board of Directors  
Goleta Valley Historical Society  
304 North Los Carneros Road  
Goleta, CA 93117  
(805) 681-7217

**Signatures on following page**

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**

**GOLETA VALLEY  
HISTORICAL SOCIETY**


\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Dr. Bob Muller, President, Board of  
Directors

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney

# Goleta Valley Historical Society

*Established 1966*

## BOARD OF DIRECTORS

KAREN RAMSDELL  
*PRESIDENT*

TOM BLABEY  
*VICE PRESIDENT*

PETER COODELL  
*TREASURER*

CONNIE BURNS  
*SECRETARY*

CATHERINE CAVALETTO  
*HISTORIAN*

KATHLEEN BOOMER, Ed.D.  
DAN MARCHIANO  
ROBERT MULLER, Ph.D.  
KIMBERLY SCHIZAS  
RICHARD WOLF

## ADVISORY BOARD

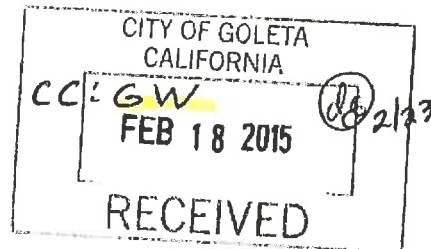
MIKE EDWARDS, Esq.  
GIL GARCIA, A.I.A.  
KIMBELL, Esq.  
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RONALD L. NYE  
IDA RICKBORN  
JENNIFER TICE, Esq.  
DAVID VAN HORNE, Esq.  
KATIE VAN HORNE

## DIRECTOR OF OPERATIONS

AMANDA DE LUCIA

February 13, 2015

Michelle Green, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117



Re: Request for funding support for Rancho La Patera

Dear Ms. Greene,

On behalf of the Goleta Valley Historical Society Board of Directors, I am writing to make two funding requests for the City's next budget cycle. The first request is for \$125,000 to complete existing major maintenance projects and the second request is for \$100,000 to support general operations.

Coupled with the Lake Los Carneros<sup>41</sup> Natural and Historical Preserve, Rancho La Patera is the largest natural park-open space and historic property owned by and within the City of Goleta. The Goleta Valley Historical Society is the only organization whose mission is to preserve Goleta's history and share that history through educational programs. Public funding support from the City of Goleta, and previously the County of Santa Barbara, has been critical to our ability over the last 48 years to preserve and protect Rancho La Patera and Stow House for future generations.

## Request - \$125,000 Maintenance Project Funding

### Arboretum Restoration Project

In 2010 the Society embarked on a \$1 million dollar multi-phased Arboretum Restoration Project, which we are excited to report is nearing completion. The objective of this ambitious project is to restore the Ranch's gardens to their late 19<sup>th</sup>/early 20<sup>th</sup> century design. Historically-significant specimen trees and plant materials have been restored and/or replanted and a new irrigation system and electrical fixtures were installed. Long-standing problems of dense, overgrown foliage and inadequate drainage around Stow House have been resolved.

We are over 80% of the way toward the culmination of this important project. The remaining work is estimated to cost \$185,000 and consists of installing interpretive site signage and markers and period benches, restoring the driveway, installing a

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large trellis to support a century-old wisteria, completion of the historic landscape and final cleanup of non-historic vegetation. The Society has raised \$85,000 from donors and foundations for this final phase of the project.

Our request to complete the Arboretum Restoration Project is \$100,000.

#### Stow House Porch Refurbishment Project

Historically, the southwest portion of the Stow House front porch was enclosed with windows. The goal of this project is to refurbish the porch by installing windows representing the period of interpretation for the Stow House. The estimated cost of this project is \$40,000, of which \$15,000 has been raised from our donors.

Our request for the Stow House Porch Refurbishment Project is \$25,000.

We continue to actively fundraise to meet our goals and are proud of the many generous individuals in our community who, along with several local foundations, have supported our efforts to complete these important projects.

#### **Request - \$100,000 General Operations Funding**

From its modest beginnings GVHS has vigorously pursued its mission to collect, preserve, interpret, and foster research of the Goleta Valley's history through a rich offering of programs and exhibits and its stewardship of the historic Rancho La Patera.

During its 48 year history, GVHS has developed a solid organization, at first operated entirely by volunteers and now guided by a small professional staff; created the Stow House museum to share ranch life in the early 20<sup>th</sup> century through docent-led tours; hosted myriad popular community events including a free summer concert series; launched a \$1.3 million dollar capital campaign to restore and repurpose existing facilities; implemented multiple educational programs such as Pioneer Days, exhibits, and lectures; and developed a 10-year Rancho La Patera Master Interpretive Plan to guide and inform the restoration of the property including key themes and messages to relate Goleta's story as well as a staffing plan to support operations.

Consistent with the Master Interpretive Plan, GVHS wishes to continue to build its educational programs to incorporate the newly restored gardens and offer additional exhibits, classes, and lectures as well as better utilize technology such as our website to make our valuable collection accessible to more people. It has also been a long-time goal to increase the number of days we are open to the public. In addition, as mentioned above, there remains a small portion of the Arboretum Restoration Project to complete and as the use of Rancho La Patera increases, we anticipate future maintenance needs and capital improvements to the facilities and grounds.

In order to support expanded programs, hours of operation, and making our collection more accessible, additional staff support is needed. The requested increase

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in City funding would allow GVHS to increase the hours of our Education and Events Coordinator positions and add a part-time Curator position in addition to offsetting the costs associated with increasing the number of exhibits, lectures, and classes.

An increase in the City's funding of GVHS would enable measured and carefully planned growth in our programs, offerings and ability to share the story of the land and people of Goleta. The Society will also be better equipped to manage the increased responsibility required for the careful stewardship of Rancho La Patera.

Annually, over 20,000 Goleta residents and visitors attend a GVHS event, exhibit, or lecture or tour the Stow House, ranch yard, and History Education Center. Over 800 students participate in the Pioneer Days Program or visit the property on school tours. Rancho La Patera is truly a community treasure and is an invaluable platform on which to tell the story not only of the pioneering Stow family who lived there but the rich and unique history of the entire Goleta Valley.

We are grateful for the City's vital past support of GVHS and we look forward to our continued partnership.

Sincerely,

  
Karen Ramsdell  
President, Board of Directors

cc: Mayor Paula Perotte  
Councilmember Roger Aceves  
Councilmember Michael Bennet  
Councilmember Jim Farr  
Councilmember Tony Vallejo

## **Attachment 8**

Agreement for Grant Funds with the Unitarian Society of Santa Barbara to support Freedom Warming Centers for FY 2016/17.

**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
THE UNITARIAN SOCIETY OF SANTA BARBARA**

**THIS AGREEMENT FOR GRANT FUNDS** ("Agreement"), made and entered into this 19<sup>th</sup> day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and the **UNITARIAN SOCIETY OF SANTA BARBARA**, (herein referred to as "Grantee").

**WHEREAS**, Grantee is a countywide non-profit organization supporting Freedom Warming Centers for the unsheltered homeless; and

**WHEREAS**, Grantee is providing a safe, dry and warm place to sleep for the unsheltered homeless when extreme winter weather is forecast for Santa Barbara County; and

**WHEREAS**, Grantee desires to continue operating warming centers throughout the central coast and City desires to financially support this effort; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of July, 2016, approved this Agreement and authorized the City Manager to execute the Agreement.

City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

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

Continued operation of warming centers in throughout the Central Coast and benefiting the unsheltered homeless located in Goleta.

**(b)** Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described on the application form submitted by Grantee. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to be subject to City's request to refund the grant amount in full or in part.

**(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 \$5,000.

(b) **Payment Schedule.** City shall fund Grantee with payment of the grant amount no later than September 1, 2016.

(c) **Term.** The term of this Agreement shall commence on on the effective date of this Agreement and continue until June 30, 2017.

## **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that staff person is designated by City from time to time, is Valerie Kushnerov, Community Relations Manager.

## **4. PROGRESS AND COMPLETION; DELAY DAMAGES**

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 it services shall be 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.

## **5. 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.

## **6. 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.

Grantee shall submit all copies of receipts of purchase for all project materials purchased from grant funds. These shall be submitted with the midterm and/or final project report.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Erin Wilson 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.

## **8. 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 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 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 9.

## **9. INSURANCE**

Grantee shall, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry adequate insurance as determined by City to protect Grantee from claims under workers compensation acts. Grantee shall also, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry general personal injury/property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

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.

#### **10. 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.

#### **11. CORRECTIONS**

In addition to the above indemnification obligations, Grantee shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Grantee's work activities, report or plans as described in the Scope of Services. Should Grantee 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 Grantee or withheld from any funds due Grantee hereunder.

#### **12. 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.

#### **13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**18. 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.

**19. 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.

**20. 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.



**21. 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.

**22. 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: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO GRANTEE: Erin Wilson, Director of Administration  
Unitarian Society of Santa Barbara  
1535 Santa Barbara Street  
Santa Barbara, CA 93101

**Signatures on following page**

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**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Erin Wilson, Director of  
Administration

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney

## **Attachment 9**

Agreement for Grant Funds with the Housing Trust Fund of Santa Barbara County  
for a South Cost Workforce Homebuyer Program for FY 2016/17.

**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
HOUSING TRUST FUND OF SANTA BARBARA COUNTY**

**THIS AGREEMENT FOR GRANT FUNDS** ("Agreement"), made and entered into this 19<sup>th</sup> day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and the **HOUSING TRUST FUND OF SANTA BARBARA COUNTY**, a non-profit corporation, (herein referred to as "Grantee").

**WHEREAS**, Grantee is a countywide non-profit supporting affordable rental and homeownership housing for working families, single parents, minimum wage earners to middle income workforce employees, farm workers, senior citizens ; and

**WHEREAS**, Grantee is providing affordable housing loan options to a vulnerable population in Goleta; and

**WHEREAS**, Grantee desires to implement a South Coast Workforce Homebuyer Program, and City desires to financially support this effort; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of July, 2016, approved this Agreement and authorized the City Manager to execute the Agreement per the Goleta Municipal Code 03.05.240.

City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

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

Provide a South Coast Workforce Homebuyer Program. The goals for the implementation phase of the South Coast Workforce Homebuyer Program shall include: outreach and marketing to local employers and employees; provision of pre-purchase workshops and homebuyer education; processing, underwriting and funding of homebuyer loans; and, work to secure additional capital development to expand the program. The City of Goleta shall be a priority area for implementation of the program.

**(b)** Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described on the application form submitted by Grantee. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to be subject to City's request to refund the grant amount in full or in part.

**(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 \$25,000.

(b) **Payment Schedule.** City shall fund Grantee with full grant amount no later than September 1, 2016.

(c) **Term.** The term of this Agreement shall commence on the effective date of this Agreement and continue until June 30, 2017.

## **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that staff person is designated by City from time to time, is Valerie Kushnerov, Community Relations Manager.

## **4. PROGRESS AND COMPLETION; DELAY DAMAGES**

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 its services shall be 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.

## **5. 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.

## **6. 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.

Grantee shall submit all copies of receipts of purchase for all project materials purchased from grant funds. These shall be submitted with the midterm and/or final project report.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Jennifer McGovern 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.

## **8. 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 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 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 9.

## **9. INSURANCE**

Grantee shall, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry adequate insurance as determined by City to protect Grantee from claims under workers compensation acts. Grantee shall also, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry general personal injury/property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 each

claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

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.

#### **10. 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.

#### **11. CORRECTIONS**

In addition to the above indemnification obligations, Grantee shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Grantee's work activities, report or plans as described in the Scope of Services. Should Grantee 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 Grantee or withheld from any funds due Grantee hereunder.

#### **12. 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.

#### **13. 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.

**14. 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.

**15. 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.

**16. 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 Ventura County.

**17. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**18. 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.

**19. 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.



**20. 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.

**21. 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.

**22. 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:	Michelle Greene, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO GRANTEE:	Jennifer McGovern, President Housing Trust Fund of SB County PO Box 60909 Santa Barbara, CA 93160-0909

**Signatures on following page**

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**

**HOUSING TRUST FUND OF  
OF SANTA BARBARA COUNTY**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Jennifer McGovern, President

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney

## **Attachment 10**

Agreement for Grant Funds with the South Coast Railroad Museum for an assistant director for FY 2016/17.

**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
SOUTH COAST RAILROAD MUSEUM**

**THIS AGREEMENT FOR GRANT FUNDS** ("Agreement"), made and entered into this 19<sup>th</sup> day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and the **SOUTH COAST RAILROAD MUSEUM**, (herein referred to as "Grantee").

**WHEREAS**, Grantee is a non-profit organization supporting the history, technology and adventure of railroading; and

**WHEREAS**, Grantee is providing education on railroading and recreational opportunities; and

**WHEREAS**, Grantee desires to hire an assistant director to support the Museum's mission and City desires to financially support this effort; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of July, 2016, approved this Agreement and authorized the City Manager to execute the Agreement per the Goleta Municipal Code 03.05.240.

City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

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

Find, successfully recruit, and fully train a new assistant director for Grantee. The duties and responsibilities of the assistant director include, among many others, planning and coordination of the museum's principle community events (notably the Easter Bunny Express, Depot Day, and Candy Cane Train), the scheduling and arranging of birthday parties and other private family celebrations on the museum grounds, purchasing for the museum's Tracksides Shop, as well as annual fundraising for the Museum.

(b) Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described on the application form submitted by Grantee. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to be subject to City's request to refund the grant amount in full or in part.

(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 \$13,300.

(b) **Payment Schedule.** City shall fund Grantee with payment of the grant amount no later than September 1, 2016.

(c) **Term.** The term of this Agreement shall commence on the effective date of this agreement and continue until June 30, 2017.

## **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that staff person is designated by City from time to time, is Valerie Kushnerov, Community Relations Manager.

## **4. PROGRESS AND COMPLETION; DELAY DAMAGES**

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 it services shall be 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.

## **5. 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.

## **6. 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.

Grantee shall submit all copies of receipts of purchase for all project materials purchased from grant funds. These shall be submitted with the midterm and/or final project report.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Bruce Morden 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.

## **8. 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 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 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 9.

## **9. INSURANCE**

Grantee shall, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry adequate insurance as determined by City to protect Grantee from claims under workers compensation acts. Grantee shall also, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry general personal injury/property damage liability insurance

and automobile liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

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.

#### **10. 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.

#### **11. CORRECTIONS**

In addition to the above indemnification obligations, Grantee shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Grantee's work activities, report or plans as described in the Scope of Services. Should Grantee 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 Grantee or withheld from any funds due Grantee hereunder.

#### **12. 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.

#### **13. 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

City of Goleta

Grant Agreement for South Coast Railroad Museum

Page 4 of 7

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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

#### **18. 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.

#### **19. 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.



**20. 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.

**21. 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.

**22. 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: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO GRANTEE: Bruce Morden, President of Board of Trustees  
South Coast Railroad Museum  
300 North Los Carneros Road  
Goleta, CA 93117-1502  
(805) 964-3540

**Signatures on following page**

**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**

\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Bruce Morden, President of  
Board of Trustees

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney

## **Attachment 11**

Agreement for Grant Funds with the Goleta Valley Community Center for an senior programming for FY 2016/17.

**AN AGREEMENT FOR GRANT FUNDS  
BETWEEN THE CITY OF GOLETA  
AND  
GOLETA VALLEY COMMUNITY CENTER**

**THIS AGREEMENT FOR GRANT FUNDS** ("Agreement"), made and entered into this 19<sup>th</sup> day of July, 2016, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and the **GOLETA VALLEY COMMUNITY CENTER**, (herein referred to as "Grantee").

**WHEREAS**, Grantee is a non-profit organization serving the senior community; and

**WHEREAS**, Grantee desires to offer senior programming at the Goleta Valley Community Center; and

**WHEREAS**, the City Council, on this 19<sup>th</sup> day of July, 2016, approved this Agreement and authorized the City Manager to execute the Agreement per the Goleta Municipal Code 03.05.240.

City and Grantee agree as follows:

**1. DESCRIPTION OF SERVICES**

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

Provide senior programming at the Goleta Valley Community Center, located at 5679 Hollister Avenue.

**(b)** Grantee warrants that funds granted by this Agreement shall be used solely for the purpose described on the application form submitted by Grantee. If the activity that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify City and to be subject to City's request to refund the grant amount in full or in part.

**(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 \$25,000.

(b) **Payment Schedule.** City shall fund Grantee with full grant amount no later than September 1, 2016.

(c) **Term.** The term of this Agreement shall commence on the effective date of this agreement and continue until June 30, 2017.

## **3. CITY PROJECT MANAGER AND SERVICES BY CITY**

City's "Project Manager", as that staff person is designated by City from time to time, is Valerie Kushnerov, Community Relations Manager.

## **4. PROGRESS AND COMPLETION; DELAY DAMAGES**

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 its services shall be 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.

## **5. 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.

## **6. 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.

Grantee shall submit all copies of receipts of purchase for all project materials purchased from grant funds. These shall be submitted with the midterm and/or final project report.

## **7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

Patricia Fabing 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.

## **8. 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 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 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 9.

## **9. INSURANCE**

Grantee shall, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry adequate insurance as determined by City to protect Grantee from claims under workers compensation acts. Grantee shall also, at Grantee's sole cost and expense throughout the term of this Agreement and any extensions thereof, carry general personal injury/property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

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.

#### **10. 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.

#### **11. CORRECTIONS**

In addition to the above indemnification obligations, Grantee shall correct, at its expense, all errors in the work, which may be disclosed during City's review of Grantee's work activities, report or plans as described in the Scope of Services. Should Grantee 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 Grantee or withheld from any funds due Grantee hereunder.

#### **12. 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.

#### **13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. NONDISCRIMINATION**

Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**18. 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.

**19. 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.



**20. 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.

**21. 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.

**22. 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: Michelle Greene, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO GRANTEE: Patricia Fabing, Chair of the Board  
Goleta Valley Community Center  
5679 Hollister Avenue  
Goleta, CA 93117  
(805) 967-1237

**Signatures on following page**

**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**


\_\_\_\_\_  
Michelle Greene, City Manager

\_\_\_\_\_  
Patricia Fabing, Chair

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tim W. Giles, City Attorney