



Agenda Item A.5
CONSENT CALENDAR
Meeting Date: June 3, 2025

TO: Mayor and Councilmembers

SUBMITTED BY: Peter T. Imhof, Planning and Environmental Review Director

PREPARED BY: Lucy Graham, Senior Housing Analyst

SUBJECT: Housing Trust Fund of Santa Barbara County – Amendment to Grant Agreement Financial Support for Fiscal Years 2025-26 and 2026-27

RECOMMENDATION:

Authorize the City Manager to execute an amendment to the Agreement for Grant Funds between the City of Goleta and the Housing Trust Fund of Santa Barbara County (included as Attachment 2) for the expansion of affordable rental and homeownership housing opportunities in the amount of \$25,000 per year for a total of \$50,000 for Fiscal Years 2025-26 and 2026-27, contingent upon approval in the Two-Year Budget Plan for FYs 2025-26 and 2026-27.

BACKGROUND:

At its March 19, 2024 meeting, the City Council approved funding in the amount of \$50,000 from the Affordable Housing Trust Fund for Fiscal Years (FYs) 2025-26 and 2026-27 to the Housing Trust Fund of Santa Barbara County (HTF) to implement its Workforce Homebuyer Program (Program) in the South Coast region. The Program provides low-cost down payment assistance to help workforce families and individuals purchase entry-level homes.

HTF is a non-profit organization supporting expansion of affordable rental and homeownership housing opportunities for working families, single parents, minimum-wage earners, middle-income workforce employees, farmworkers, senior citizens, and others with special needs. The services provided by HTF increase affordable housing opportunities in and near the City and help meet the goals identified in the Housing Element of the City's General Plan to work with non-profits in exploring ways to increase affordable housing.

The City has previously provided funds to HTF for down payment and housing programs, totaling \$300,000 since FY 2013-14. Contingent upon City Council approval of the proposed two-year Budget Plan for FYs 2025-26 and 2026-27, which includes funding of HTF, the total City funding provided/pledged to HTF would be \$350,000. City funds have been used to support the Program's operations, which include creation of a lending consortium (which has raised over \$3.5 million dollars in investment capital for the workforce homebuyer loans), maintenance of the program guidelines and loan documents, negotiation of a loan servicing contract, outreach to identify and select first mortgage lenders, and support for creation of one rental unit in Goleta through HTF's Housing Innovations program.

HTF is positioned to continue its implementation of the Program during FYs 2025-26 and 2026-27. The annual grant amounts from the City will pay for operating support and continued implementation of the Program.

DISCUSSION:

To continue to implement the Program, HTF will deploy this additional funding and recycled capital to fund down payment loans for first-time low- to middle-income workforce homebuyers in the City of Goleta and the greater Santa Barbara County region.

Eligible Grant Activities

For the Program, HTF will carry out targeted outreach and marketing activities to local employers and employees to let them know about the program and the benefits it provides to local employees. HTF will provide pre-purchase counseling and information and arrange homebuyer education for prospective borrowers. HTF will underwrite, process, and fund down payment loans to eligible first-time homebuyers. Other covered activities include loan servicing and portfolio review, as well as annual homeowner compliance monitoring. HTF will handle any homebuyer loan repayments and reconveyances, recycle repaid loan capital to fund new homebuyer loans, and negotiate new and renewed investments to raise capital to continue the program into the future. These activities will occur in FY 2025-26 and FY 2026-27.

Program Performance

The Program is an innovative program that has helped first-time homebuyers purchase homes in the South Coast region for more than 10 years. While HTF interacted with several lenders with potential clients, no new loans were closed this year. This is attributable to the continuing inflation in local home prices over the past two years, the lack of sufficient entry-level for-sale inventory for first-time homebuyers, and higher mortgage interest rates. HTF also responded to requests to assist homeowners at the Rancho Estates Mobile Home Park in Goleta in purchasing the land under their units. Two potential loans were reviewed for eligibility for down payment loan assistance. Unfortunately, in one case, it was not possible to make the refinancing affordable for the homebuyer and, in a second case, it was discovered that the transaction was going to be a sale of the home to a new homebuyer rather than the existing homeowner. (This rendered the loan ineligible, as the HTF Board of Directors had authorized only assistance to the existing homeowners.)

Since inception, HTF has closed and funded a total of 20 loans to workforce homebuyers, who purchased homes in Southern Santa Barbara County. A profile of the program's first-time homebuyer borrowers revealed the following: of the 20 first-time homebuyer loans funded to date, 45% were to households where either the borrower or co-borrower worked for an employer based in the City of Goleta, and 35% of the homes that were purchased by our borrowers were located within the City of Goleta (and another 15% were in the unincorporated area between Goleta and the City of Santa Barbara).

In light of these housing market challenges and because of more stringent lender requirements, HTF has rebranded the Program and merged it with HTF's other regional first-time homebuyer programs, such as the North County program, into the Countywide Workforce Homebuyer Program. HTF has committed to placing an emphasis on identifying potential borrowers in Goleta and the South Coast. City staff recommends continued funding of this program as it offers a unique pathway to homeownership in the Goleta housing market. In addition, staff will work with HTF staff to explore ways to further support or advertise the program, as directed by the City's Housing Element Program HE 3.1(d)(4).

Grant Agreement Execution

Authorization for the City Manager to execute this grant agreement amendment with HTF will support the allocation of funding from the City's Affordable Housing Trust Fund, should it be approved by Council in the Budget Plan for FYs 2025-26 and 2026-27. The grant agreement amendment is included as Attachment 1 to this report.

GOLETA STRATEGIC PLAN:

Strategy 4. Support Economic Vitality

Strategic Goal 4.7: Support organizations, programs, and policies that facilitate affordable housing for the Goleta workforce.

The Program offers loans to workforce families in Goleta and the South Coast, providing them with assistance to enter the housing market, making housing more affordable and attainable.

FISCAL IMPACTS:

None, provided the funding for this program is approved and allocated to the line item listed for the Affordable Housing Trust Fund (225-60-4600-54013) in Council's review of the Two-Year Budget Plan for FYs 2025-26 and 2026-27.

ALTERNATIVES:

The Council could choose not to authorize the City Manager to execute the grant agreement with HTF, which means the funds would not be expended and would remain in the Affordable Housing Trust Fund.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amendment No. 1 to a Grant Agreement Between the City of Goleta and the Housing Trust Fund of Santa Barbara County, Inc.
2. Grant Agreement Between the City of Goleta and the Housing Trust Fund of Santa Barbara County, Inc. (Agreement No. 2024-026)

Attachment 1

**Amendment No. 1 to a Grant Agreement Between the City of Goleta
and the Housing Trust Fund of Santa Barbara County, Inc.**

**AMENDMENT NO. 1
TO A GRANT AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
THE HOUSING TRUST FUND OF
SANTA BARBARA COUNTY, INC.**

This **Amendment No. 1** to the Grant Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **the Housing Trust Fund of Santa Barbara County, Inc.** ("Grantee") dated March 19, 2024 ("Agreement," Agreement No. 2024-026) is made on this 3rd day of June, 2025.

SECTION A. RECITALS

1. This Agreement is for Implementation of the Grantee's Workforce Homebuyer Program that provides low-cost down payment assistance to help first-time workforce families and individuals purchase an entry-level home; and
2. The Agreement currently provides in Section 2 for the total compensation amount not to exceed \$50,000; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$50,000 for continued tasks; and
4. The Agreement currently provides in Section 4 for the termination of the Agreement on June 30, 2025; and
5. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027; and
6. The City Council approved this Amendment No. 1, on this 3rd day of June, 2025.

SECTION B. AMENDED TERMS

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

1. **Section 2. GRANT PAYMENT** of the Agreement is amended to add an additional authorized amount of \$50,000 and to read in its entirety:
 - (a) **Maximum and Rate.** The total grant payable to Grantee by City for services under this Agreement shall be \$100,000, consisting of \$25,000 per year for Fiscal Years 2023-24 through 2026-27.

- (b) **Payment Schedule.** CITY shall fund GRANTEE with grant funds for the applicable Fiscal Year no later than June 30th of each fiscal year. Invoices shall be made no more frequently than on a quarterly basis, and describe the services provided. All payments shall be made within 30 days after CITY's approval of the invoice.

2. **Section 4. TERM** of the Agreement is amended to extend the term for an additional two (2) years to read in its entirety:

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

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

Exhibit A "Description of Services" with **Exhibit A-1 "Description of Services"** attached hereto and incorporated herein.

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

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

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

Exhibit C "Budget" with **Exhibit C-1 "Budget"** attached hereto and incorporated herein.

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

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

(Signatures on the following page)

CITY OF GOLETA

**GRANTEE:
HOUSING TRUST FUND OF
SANTA BARBARA COUNTY, INC.**

Robert Nisbet, City Manager
City Manager

Jennifer McGovern
President/Executive Director

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:

Scott Shapses

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Scott Shapses, Deputy City Attorney

Exhibit A-1

Description of Services

The annual grant amounts will serve to pay for operating support to continue the implementation of the Housing Trust Fund of Santa Barbara County's (HTF) Workforce Homebuyer Program.

The Workforce Homebuyer Program expands homeownership opportunities for local employees by providing low-cost down payment loans to help first-time homebuyers purchase an entry-level home within the City of Goleta or the greater county region. The program offers local workforce households earning up to a maximum of 210% of Area Median Income (AMI) a low-cost 10-year down payment loan to purchase a market rate home or a 15-year down payment loan for an affordable resale-controlled home. HTF lends the homebuyer up to 16.5% of the home purchase price, or a maximum loan of \$125,000, and the homebuyer contributes a minimum of 3.5%. The resultant 20% down payment enables the homebuyer to secure conventional financing and avoid expensive FHA mortgage insurance, thus making homeownership more affordable.

To continue to implement the Workforce Homebuyer Program, HTF will deploy the remaining initial and recycled capital to fund additional down payment loans for first-time low- to middle-income workforce homebuyers in the City of Goleta and greater Santa Barbara County. HTF will carry out targeted outreach and marketing activities to local employers and employees to let them know about the program and the benefits it provides to local employees. HTF will maintain updated information about the Workforce Homebuyer Program on its website, and HTF staff will be available to answer questions about the program and potential borrower eligibility via telephone and email. HTF will provide pre-purchase counseling and information and arrange homebuyer education for prospective borrowers. HTF will underwrite, process and fund down payment loans to eligible first-time homebuyers. HTF will provide loan servicing and portfolio review, including annual homeowner compliance monitoring. HTF will handle any homebuyer loan repayments and reconveyances. HTF will recycle repaid loan capital to fund new homebuyer loans and seek to renew and negotiate new investments to raise capital to continue the program into the future. The City of Goleta will be a priority area for implementation of the program. These activities will occur in FY2025-26 and FY2026-27.

Exhibit B-1

Program Report (template)

END-OF-YEAR REPORT

FISCAL YEAR: _____

JULY 1 – JUNE 30

Agency Name: Housing Trust Fund of Santa Barbara County, Inc.

Annual Contract Amount: \$25,000

Activity or Program Name: Countywide Workforce Homebuyer Program

Activity Location: City of Goleta, Santa Barbara County, California

Agency Contact Name: _____

Agency Contact Number: _____

1. Please describe the activity or program accomplishments.

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

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

4. Approximately how many persons in Goleta were served?

5. Please attach an itemized budget report that details how the program or activity funds were expended. In addition, please submit a breakdown of expenditures categorized by type, using the template on the next page.

Expenditures for FY (Actuals)

Countywide Workforce Homebuyer Program	Expenditures for FY2025-26	City of Goleta Funds for FY 2025-26
Salaries, Benefits, Payroll Taxes		
Consultants and Contracts – Legal, other		
Facility, Utilities, Maintenance – proportionate		
Program Supplies		
Marketing (Printing, Advertising)		
Travel, Mileage, Training		
Equipment/Maintenance		
Insurance – pro rata share		
Accounting – program specific		
Audit & Tax Reports – pro rata share		
Web Master & IT/Security Consultants		
Community Outreach Events		
TOTAL EXPENDITURES		

Exhibit C-1

Budget

Countywide Workforce Homebuyer Program	Expenditures for FY25/26 (Year 1 Projected)	City of Goleta Funds for FY 25/26 (Year 1 Projected)	City of Goleta Funds for FY 26/27 (Year 2 Projected)
Salaries, Benefits, Payroll Taxes	\$152,214	\$23,500	\$23,500
Consultants and Contracts – Legal, other	\$ 6,000		
Facility, Utilities, Maintenance – proportionate	\$ 10,800		
Program Supplies	\$ 600	\$ 250	\$ 250
Marketing (Printing, Advertising)	\$ 4,000	\$ 1,000	\$ 1,000
Travel, Mileage, Training	\$ 2,500		
Equipment/Maintenance	\$ 700		
Insurance – pro rata share	\$ 2,500		
Accounting – program specific	\$ 9,500		
Audit & Tax Reports – pro rata share	\$ 7,000		
Web Master & IT/Security Consultants	\$ 1,500	\$ 250	\$ 250
Community Outreach Events	\$ 1,500		
TOTAL EXPENDITURES	\$197,314	\$25,000	\$25,000

Attachment 2

**Grant Agreement Between the City of Goleta and the Housing Trust
Fund of Santa Barbara County, Inc. (Agreement No. 2024-026)**

Project Name: South Coast Workforce Homebuyer Program Grant

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

This **AGREEMENT FOR GRANT FUNDS** (herein referred to as "AGREEMENT") is made and entered into this 19th day of March, 2024, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **HOUSING TRUST FUND OF SANTA BARBARA COUNTY, INC.**, a California non-profit corporation (herein referred to as "GRANTEE").

SECTION A. RECITALS

1. The GRANTEE is a nonprofit organization that provides support for the expansion of affordable rental and homeownership opportunities for working families, single parents, minimum wage earners to middle income workforce employees, farm workers, senior citizens and others with special needs; and

2. The GRANTEE is providing services as identified in paragraph 1A; and

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

4. It is beneficial to the CITY, its residents, business and property owners, and employees and the public welfare that these services be provided because such services are necessary to aid the CITY in meeting its goals with respect to provision of affordable housing and opportunities for homeownership; and

5. The GRANTEE desires to provide to the CITY, its residents, business and property owners, and employees these unique services and is qualified by reason of experience, organization, preparation, staffing, and facilities to provide such services; and

6. The City Council, on March 19, 2024, approved this Agreement in substantial form and authorized the City Manager to execute the Agreement.

SECTION B. TERMS

1. DESCRIPTION OF SERVICES

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

Implementation of the South Coast Workforce Homebuyer Program that provides low-cost down payment assistance to help first-time workforce families and individuals purchase an entry-level home. A more detailed description of services is included as Exhibit A to this Agreement.

GRANTEE shall provide the following deliverables to the CITY annually by June 30 of each funding year:

Completion of technical work and implementation of the South Coast Workforce Homebuyer Program, including: selection of and execution of partnership agreements with first mortgage lending partners; staffing and start-up of the Goleta homebuyer field office; outreach and marketing to the employees of local employers; hosting of pre-purchase workshops and homebuyer education for potential workforce homebuyers; processing, underwriting and funding of first-time homebuyer down payment loans; and, negotiations with investors to secure capital to expand the program.

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

(ii) Sample promotional program materials (if applicable)

(iii) End-of-year program reports: The GRANTEE shall complete and submit an end-of-year program report for each funding year to the CITY in accordance with the template attached as Exhibit B.

(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 refund the grant amount in full or in part as directed by City.

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

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

2. GRANT PAYMENT

(a) **Maximum and Rate.** The total grant payable to Grantee by City for services under this Agreement shall be \$50,000, consisting of \$25,000 for Fiscal Year 2023-24 and \$25,000 for Fiscal Year 2024-25.

(b) **Payment Schedule.** CITY shall fund GRANTEE with grant funds for Fiscal Year 2023-24 no later than June 30, 2024, and no later than June 30, 2025 for Fiscal Year 2024-25. Invoices shall be made no more frequently than on a quarterly basis, and describe the services provided. All payments shall be made within 30 days after CITY's approval of the invoice.

3. RESTRICTIONS AND LIMITATIONS ON USE OF CITY FUNDS

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

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

(c) Grant funds provided by CITY under this Agreement shall be used as shown in the budget expenses detailed in Exhibit C.

4. TERM

The term of this Agreement shall commence on the date first written above and will continue until June 30, 2025.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

CITY's "Project Manager", as that person is designated by the CITY from time to time, is Lucy Graham, Senior Housing Analyst.

6. PROGRESS AND COMPLETION

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

7. 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.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

9. NO ASSIGNMENT/SUBCONTRACTOR

No work shall be assigned to a subcontractor without City's written consent.

10. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for GRANTEE's Damages.** GRANTEE holds CITY, its elected officials, officers, agents, and employees, harmless from all of 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, agents, volunteers, 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 any of GRANTEE's volunteers, officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of GRANTEE or any of GRANTEE's volunteers, officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under

this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 11.

11. INSURANCE

Without limiting GRANTEE's indemnification of CITY, and prior to commencement of work, GRANTEE shall, at GRANTEE's sole cost and expense, provide and maintain during the term of this Agreement insurance as described below and in a form satisfactory to CITY. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by GRANTEE hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. GRANTEE agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit GRANTEE, or GRANTEE's employees, or agents, from waiving the right of recovery prior to a loss. GRANTEE waives its right of recovery against CITY.
- g) GRANTEE agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by GRANTEE hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth

herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by GRANTEE or CITY will withhold amounts sufficient to pay premium from GRANTEE payments.

- i) GRANTEE agrees to provide immediate notice to CITY of any claim or loss against GRANTEE arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

12. RELATIONSHIP OF THE PARTIES

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

13. TERMINATION BY CITY

CITY, by notifying GRANTEE in writing, may upon 10 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, GRANTEE shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to GRANTEE within 30 days following submission of a final statement by GRANTEE unless termination is for cause. In such event, GRANTEE shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by GRANTEE of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to GRANTEE for anything done, furnished, or relating to GRANTEE's work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of GRANTEE, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such

responsibility or liability by CITY for any defect or error in the work prepared by GRANTEE, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

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

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

GRANTEE is unaware of any CITY employee or official that has a financial interest in GRANTEE's business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, GRANTEE shall not offer, encourage or accept any financial interest in GRANTEE's business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

GRANTEE shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

22. TAXPAYER IDENTIFICATION NUMBER

GRANTEE shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to GRANTEE for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of GRANTEE services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and GRANTEE.

25. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. PERMITS AND LICENSES

GRANTEE, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may

be required in connection with the performance of services under this AGREEMENT.

27. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit, or describe the scope or intent of any provision or section of the AGREEMENT.

28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for 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.

30. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way unless to do so would frustrate the principal purposes of the Agreement.

31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:	Attention: Robert Nisbet, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
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TO GRANTEE:

Jennifer McGovern, President & CEO
Housing Trust Fund of Santa Barbara County
P.O. Box 60909
Santa Barbara, CA 93160-0909

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. This Agreement may be delivered by facsimile and/or emailed PDF form, and such signature shall constitute an original signature for any and all purposes.


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

CITY OF GOLETA


DocuSigned by:

1AEBACAD159E4D7...
Robert Nisbet, City Manager

GRANTEE

DocuSigned by:

2799539C657147E...
Jennifer McGovern, President & CEO

ATTEST:

DocuSigned by:

A3E09F3473CA47E...
Deborah Lopez, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

A1B58F896161498...
Winnie Cai, Assistant City Attorney