



TO: Mayor and Councilmembers

SUBMITTED BY: JoAnne Plummer, Neighborhood Services Director

PREPARED BY: Cassidy Le Air, Senior Management Analyst

SUBJECT: Award of Fiscal Year 2026-2027 Goleta City Grants and Approval of Amendment No. 2 to the MDG Associates LLC Professional Services Agreement

RECOMMENDATION:

- A. Approve the Fiscal Year 2026-2027 Goleta City Grant funding recommendations from the Human Services Standing Committee, Homelessness Issues Standing Committee, Economic Development and Revitalization Standing Committee, and Parks and Recreation Commission; and
- B. Authorize the City Manager, or designee, to execute grant agreements with the selected recipients for the approved grant amount in a form approved by the City Attorney; and
- C. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2024-072 between the City of Goleta and MDG Associates LLC for as-needed Community Development Block Grant consulting services, adding \$45,000 in compensation, increasing the total not-to-exceed amount to \$90,000, and extending the term of the Agreement through June 30, 2027.

BACKGROUND:

The Goleta City Grant Program provides funding to nonprofit organizations, government agencies, and quasi-governmental agencies for eligible civic services, community projects, programs, events, and public services that benefit Goleta residents. On December 16, 2025, City Council approved updates to the Goleta City Grant Program Guidelines and initiated the Fiscal Year (FY) 2026-2027 Goleta City Grant cycle. The updated Guidelines clarified eligible and ineligible uses of funds, eligibility requirements, compliance obligations, and other program requirements.

The FY 2026-2027 Goleta City Grant application period opened on January 5, 2026, and closed on February 6, 2026. The Notice of Funding Availability (NOFA) (Attachment 1) established the available funding, eligibility requirements, application procedures, review

criteria, and grant timeline.

Staff conducted a preliminary screening of applications for compliance with the Grant Guidelines and NOFA. Applications determined to be ineligible under the Guidelines or NOFA were removed from consideration.

For this grant cycle, the City received ninety-six (96) applications requesting \$790,426 in funding. This represents a slight increase in the number of applications compared to last year's ninety-four (94) applications, although the total amount requested decreased from \$873,156 to \$790,426. Of the ninety-six (96) applications received, eighty-seven (87) applications were reviewed by the applicable Committees or Commission following preliminary eligibility screening. The applications and supplemental attachments are available for public review in the City Clerk's Office at City Hall. The City Clerk can be reached at (805) 961-7505.

Reviewing Body & Categories	Number of Applications Reviewed	Applications Recommended for Award	Available to Award
Economic Development & Revitalization Committee: <i>Community Engagement Programs and Events, Economic Development</i>	6	5	\$ 25,000
Human Services Standing Committee: <i>Human Services, Educational, Food/Nutrition, Senior, the Arts (music, dance, theater, art), Youth Services and Miscellaneous Programs.</i>	57	47	\$ 150,000
Parks & Recreation Commission: <i>Environmental/Wildlife/Animal Programs, Parks and Recreation Programs</i>	18	16	\$ 50,000
Homelessness Issues Standing Committee: <i>Homeless & Low-Income Programs</i>	6	3	\$ 25,000
Grand Total	87	71	\$ 250,000

DISCUSSION:

During the application review process, the Committees and Commission considered the review criteria identified in the NOFA, including the extent to which the proposed program, event, or service benefits Goleta residents; addresses an unmet or under-met community need; aligns with City goals; demonstrates organizational capacity; provides a service the City does not or cannot provide; and reflects an appropriate and reasonable use of grant funds. Collectively, the Committees and Commission recommend funding seventy-one (71) applicants, totaling \$250,000.

Following Council approval of the funding recommendations, staff will prepare grant agreements (Attachment 2) for the selected recipients, with payments to be issued after July 1, 2026. The complete list of final funding recommendations and approved applications is included in Attachment 3.

In addition to the Goleta City Grant awards, staff recommends increasing and extending the Professional Services Agreement with MDG Associates LLC to provide continued technical assistance and planning support for the City's Community Development Block Grant ("CDBG") Program.

MDG Associates LLC was selected through a competitive procurement process conducted in partnership with the County of Santa Barbara to assist with the preparation of various CDBG planning documents (Agreement No. 2024-072). Since that time, the consultant has continued to provide as-needed support to the City on CDBG-related tasks, including program planning, compliance assistance, and technical support. Amendment No. 2 would provide for additional compensation in the amount of \$45,000, increasing the total-not-to-exceed amount to \$90,000 and extend the termination to June 30, 2027, to allow the City to continue utilizing specialized CDBG support as program needs arise (Attachment 4).

GOLETA STRATEGIC PLAN:

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

Strategic Goal: 2.1 Provide community development for neighborhoods and social welfare assistance for disadvantaged and/or marginalized groups

Strategic Goal: 2.2 Support programs that enhance quality of life in the Goleta community such as recreation, public safety, human services, and cultural arts

FISCAL IMPACTS:

Sufficient funding has been included in the proposed FY 2026-2027 operating budget in the General Fund to support the \$250,000 allocation for the Goleta City Grant awards.

The \$45,000 for the MDG Associates LLC contract amendment is funded through the CDBG program budget and will not require additional General Fund appropriations.

ALTERNATIVES:

City Council may choose to modify the recommendations by increasing or decreasing award amounts to recommended applicants and/or awarding funding to applicants not recommended by the Committees or Commission. Council may also delay the grant awards and provide further direction to staff.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Notice of Funding Availability – 2026-27 Goleta City Grant Program
2. Goleta City Grant Agreement
3. FY 2026-27 Goleta City Grant – Final Funding Recommendations
4. Amendment No. 2 to Agreement No. 2024-072 with MDG Associates LLC
5. Agreement No. 2024-072 and Amendment No. 1 to 2024-072 with MDG Associates LLC

ATTACHMENT 1

Notice of Funding Availability – 2026-27 Goleta City Grant Program



Notice of Funding Availability (NOFA) Goleta City Grant Program

I. Introduction

The City of Goleta invites applications for the Fiscal Year 2026-2027 Goleta City Grant Program. This Notice of Funding Availability outlines the available funding, eligibility, application requirements, and review process for this grant cycle. Applicants must also comply with the City’s adopted Goleta City Grant Program Guidelines.

II. Timeline

- Application Opening: Monday, January 5, 2026
- Technical Assistance Webinar: January 8, 2026, 10:00 a.m. - 11:00 a.m. (PST)
- Applications Due: February 6, 2026, at 5:00 p.m. (PST)
- Application Review: February - March 2026
- Recommendations to City Council: May 5, 2026
- Recommended Award Notifications: May 2026
- Final Budgets Due: May 29, 2026
- Agreements Released: June 2026
- Grant Start Date: July 1, 2026
- Grant End Date: June 30, 2027
- Year-End Report Due: July 31, 2027

III. Available Funding & Categories

Total Funding Available: \$250,000
 Maximum Award: \$10,000
 Minimum Award: \$1,000
 Grant Period: July 1, 2026 – June 30, 2027 (12 months)

Available funding is allocated across program categories as follows:

Category	Available to Award
Community Engagement Programs and Events, Economic Development	\$ 25,000
Human Services, Educational, Food/Nutrition, Senior, the Arts (music, dance, theater, art), Youth Services and Miscellaneous Programs.	\$ 150,000
Environmental/Wildlife/Animal Programs, Parks and Recreation Programs	\$ 50,000
Homeless & Low-Income Programs	\$ 25,000
Grand Total Available	\$ 250,000

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Applicants will be required to select the funding category they are applying for within the application. One category may be selected per application, and applicants may not submit duplicate applications for multiple categories.

IV. Eligible Applicants

Eligible organizations:

- Nonprofit organizations.
- Government or quasi-governmental agencies.
- The use of nonprofit sponsors is permitted.

Eligible organizations must possess and maintain current corporate and tax status as non-profit entities.

Ineligible organizations:

- For-profit organizations.
- Individuals.
- Organizations primarily involved in political action, legislation, and lobbying.
- Organizations that are located outside Santa Barbara County and do not have an existing operational presence within Santa Barbara County.

V. Eligible Services, Activities, and Projects

All services and activities funded through the City of Goleta's Community Grant Program must directly benefit Goleta residents and be sponsored by an eligible organization.

Categories of services and activities eligible for funding include:

- Civic projects and services.
- Cultural programs in music, art, dance, and related fields.
- Recreational activities, including fitness, camps, sports, and outdoor programs.
- Educational programs.
- Community festivals, special events.
- Environmental and wildlife programs.
- Public services, including services for seniors, youth, low-income individuals, and people experiencing homelessness.
- Health, wellness, food security, and nutrition programs.
- Services or activities that address community needs and demonstrate a public benefit.

The City's 2025-2027 strategic goals focus on environmental stewardship, community and recreational vitality, financial and economic stability, strong infrastructure, revitalizing Old Town, ensuring public safety, promoting transparent and efficient operations, and advancing equity, inclusion, and access. The complete 2025-2027 City of Goleta Strategic Plan is available [here](#).

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VI. Restrictions and Limitations

Ineligible uses of funds:

- Capital improvements, including construction, facility renovations, or the purchase of real property.
- Fundraising, debt service, endowments, or reserves.
- Alcohol and gambling-related expenses.
- Political campaigning, lobbying, legislative, or related activities.
- Religious activities, including worship, proselytization, and religious instruction.
- Services or activities that do not comply with the Americans with Disabilities Act (ADA), including those offered in facilities that are not accessible to individuals with disabilities.
- Services or activities located outside of Santa Barbara County.
- Any other use deemed inconsistent with City policy or public interest.

VII. Application Instructions

Applications must be submitted through the City's online grants portal, Submittable. Applicants must create an account, complete all required fields, and upload all required documents before the deadline. Applications submitted by email, mail, or hand delivery will not be accepted. The complete application, including all narrative questions and required uploads, is available in Submittable.

The grant portal can be accessed here:

<https://cityofgoleta.submittable.com/submit>.

The following information is required:

- Name and general purpose of the applicant providing or sponsoring the proposed service or activity.
- Contact name and information for the grant application.
- Description of the project or program.
- Number of Goleta residents would be served by the proposed service or activity.
- Two references who may be contacted regarding the proposed service or activity.
- If the activity is taking place at or within school grounds, the application must state that permission and approval were received by the affected school.
- If the applicant is receiving other city funds or is applying for other city grant programs, the applicant must disclose other sources to ensure there is no duplication.

Required documents:

- Proof of non-profit or government status (IRS determination letter).
- List of board members.
- Most recent Year-end Balance Sheet or Profit/Loss Statement.
- Most recent Year-end 990.
- Organization budget.

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- For applicants using a fiscal sponsor, a letter of commitment from the fiscal sponsor agreeing to serve as the fiscal sponsor of the program.

If the applicant is using a fiscal sponsor, the above required documents must be submitted for the fiscal sponsor. The sponsored program may provide supplemental materials, but the fiscal sponsor must provide all organizational documentation.

VIII. Technical Assistance Webinar

The City will host a Technical Assistance Webinar for the Goleta City Grant Program to review the Notice of Funding Availability (NOFA), provide an overview of the Submittable application platform, and address questions related to eligibility, evaluation criteria, required documentation, and reporting obligations. Attendance is not mandatory to apply but is highly encouraged for all prospective applicants.

- Webinar Date: Thursday, January 8, 2026
- Time: 10:00 AM to 11:00 AM (PST)
- Registration Link: [Goleta City Grants FY 26-27 Workshop \(Teams\)](#)

Prospective applicants are encouraged to register in advance. The webinar will include a Submittable demonstration, a brief presentation, and a question-and-answer period. Questions may also be submitted in advance to CityGrants@CityofGoleta.gov.

IX. Review Criteria

Applications will be reviewed and funding determined based on the following criteria.

- To what extent does the organization's mission or the project/program/service meet a Strategic Plan or General Plan goal?
- To what extent will the grant funds be utilized for the benefit of the residents of the City of Goleta, and will the program or project clearly be able to demonstrate that the services provided are of benefit to Goleta residents? Is the applicant located in Santa Barbara County? (e.g., consider how many Goleta residents will be served by the applicant)
- Is the amount of funding requested appropriate/reasonable for the project/program/service?
- To what extent does the project/program/service satisfy an unmet or under-met need in the community?
- To what extent does the applicant or organization appear to be staffed and equipped to carry out the project/program/service effectively?
- Will the applicant's program/project/event provide a service that the City does not or cannot provide?
- To what extent does the project or program further or advance the City's Diversity, Equity, and Inclusion (DEI) goals? Is it committed to ensuring equity, inclusion, and access for all participants?

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X. Review Process

Grant applications will be reviewed by one of the following groups:

- City Council’s Human Services Standing Committee
- City Council’s Homelessness Issues Standing Committee
- City Council’s Economic Development and Revitalization Standing Committee
- Parks and Recreation Commission

Applicants will be notified when the appropriate Committee/Commission reviews their application. While attendance at the review meetings is not required, it is recommended that a representative be present to answer any questions the reviewers have about the application or program.

Recommendations of the Committees and Commission will be forwarded to the City Council for final approval and action of funding awards. The tentative schedule of review meetings is listed below.

Committee/Commission	Applications Reviewed	Date
Economic Development and Revitalization Standing Committee	Community Engagement Programs and Events, Economic Development	March 30, 2026, at 1:30 p.m.
Human Services Standing Committee	Human Services, Educational, Food/Nutrition, Senior, the Arts (music, dance, theater, art), Youth Services and Miscellaneous Programs.	1st meeting: Feb 23, 2026, at 3:30 p.m. 2nd meeting: March 6, 2026, at 9:00 a.m.
Parks and Recreation Commission	Environmental/Wildlife/Animal Programs, Parks and Recreation Programs	March 18, 2026, at 6:00 p.m.
Homelessness Issues Standing Committee	Homeless & Low-Income Programs	March 10, 2026, at 3:00 p.m.

XI. Final Budget

Following notification of the award, Grantees shall submit a final budget detailing how the awarded funds shall be used based on the actual award amount. Upon notification of the award, the final budget document will be made available within the Submittable platform.

XII. Grant Agreement & Reporting

All grant recipients must sign a Grant Agreement with the City. The agreement will be sent via DocuSign. Grantees will be asked to provide signatory information within the Submittable platform. A final year-end report will be due on July 31, 2027, detailing how

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the funds were used, program accomplishments, and number of persons served. The report will be made available in the Submittable platform.

XIII. Grant Credit

As a condition of funding, grantees must acknowledge the City of Goleta's support in all promotional, informational, or published materials. The City logo must be used in accordance with the City's logo use policy.

XIV. Submittable Help

For technical questions regarding Submittable, customer support is available through its online portal, [Submittable Help - For Submitters | Submittable](#).

- Applicant training video: [How to use Submittable \(for applicants\) | Submittable Help Center](#)
- Frequently asked questions: [Help for Applicants | Submittable Help Center](#)

Applicants are strongly encouraged to submit early to account for technical issues, including internet connectivity or upload delays. The City cannot provide technical support for Submittable and will not accept late applications for any reason, including technical difficulties.

XV. Contact Information

For questions regarding this NOFA, eligibility criteria, or the Goleta City Grant program, please contact:

CityGrants@CityofGoleta.gov or (805) 690-5126.

Additional applicant resources can be found at: www.cityofgoleta.org/grants.

ATTACHMENT 2

Goleta City Grant Agreement

**AGREEMENT FOR GOLETA CITY GRANT FUNDS
BETWEEN THE CITY OF GOLETA
AND**

THIS AGREEMENT FOR GRANT FUNDS ("Agreement"), made and entered into as of July 1, 2026, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and the _____, a non-profit corporation (herein referred to as "Grantee").

SECTION A. RECITALS

A. Grantee submitted an application to the City for grant funding under the Goleta City Grant Program for the program, project, or activity described in this Agreement; and

B. City has determined that the program, project, or activity funded under this Agreement serves a public benefit; and

C. On June 16, 2026, the City Council approved the grant award and authorized execution of this Agreement.

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

SECTION B. TERMS

1. GRANT AWARD AND DISBURSEMENT

(a) The total grant payable to Grantee by City under this Agreement shall not exceed \$_____, ("Grant Funds"), subject to terms of this Agreement. Subject to full execution of this Agreement and satisfaction of any conditions required by City, the Grant Funds shall be disbursed in a single lump-sum payment.

(b) City shall have no obligation to disburse funds unless and until this Agreement is fully executed and Grantee is in compliance with all applicable requirements. Disbursement of Grant Funds shall not constitute acceptance or approval of Grantee's performance and shall not limit City's rights under this Agreement.

2. TERM

The term of this Agreement shall commence on July 1, 2026, and shall expire on June 30, 2027, unless earlier terminated in accordance with this Agreement.

3. DESCRIPTION OF SERVICES

Grantee shall use the Grant Funds solely for the program, project, or activity as described in **Exhibit A** and the Grantee's application submitted to the City for funding (collectively, the "Funded Activity"). If the funded program, project, or activity is canceled, materially modified, or not carried out as described, Grantee shall promptly notify the City in writing. Upon such occurrence, the City may require repayment of all or a portion of the Grant Funds, as reasonably determined by the City.

4. RESTRICTIONS AND LIMITATIONS ON USE OF GRANT FUNDS

Grantee shall not use Grant Funds for any of the following purposes:

- (a) Capital improvements, including construction, facility renovations, or the acquisition of real property;
- (b) Fundraising, debt service, endowments, or reserves;
- (c) Alcohol- or gambling-related expenses;
- (d) Political campaigning, lobbying, legislative, or related activities;
- (e) Religious activities, including worship, proselytization, and religious instruction;
- (f) Services or activities that do not comply with the Americans with Disabilities Act (“ADA”) or other applicable federal or state disability access or nondiscrimination laws, including services or activities conducted in facilities that are not accessible to individuals with disabilities;
- (g) Services or activities located outside of Santa Barbara County;
- (h) No part of the 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;
- (i) No part of the funds provided pursuant to this Agreement shall be used for construction, renovation, alteration, repair, installation, demolition, or any other physical improvement to any City-owned property.

5. REPORTING REQUIREMENTS

Within thirty-one (31) calendar days following the termination date, Grantee shall complete and submit to the City an End of Year Report, in a form prescribed by the City Grants Manager, detailing the accomplishments achieved and expenditures incurred under this Agreement.

Failure of Grantee to timely complete and submit the End of Year Report shall constitute noncompliance with this Agreement and may result in the imposition of compliance measures by the City, including, but not limited to, suspension of the Grantee’s eligibility for future City Grant funding.

6. PUBLIC PRESENTATIONS AND ACKNOWLEDGMENT

Grantee shall, upon request by City, attend and present information regarding the Funded Activity at a public meeting and shall acknowledge the City of Goleta’s support in all promotional, informational, and published materials relating to the Funded Activity. Any use of the City’s name, logo, or other identifying marks shall be subject to the City’s prior written approval and shall comply with the City’s applicable logo use requirements and policies.

7. TERMINATION

City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City. Upon termination, Grantee shall return any unexpended Grant Funds and any funds determined by City to have been used in violation of this Agreement. Termination shall not relieve Grantee of obligations accrued prior to termination.

8. REPAYMENT OF FUNDS; NONCOMPLIANCE

If the City determines that Grantee has failed to comply with this Agreement, the Goleta City Grant Program Guidelines (the "Guidelines"), or any applicable federal, state, or local law, regulation, or policy, the City may, in its sole discretion, require corrective action, withhold, suspend, or terminate all or any portion of the Grant Funds, require repayment of all or any portion of the Grant Funds, and determine that such noncompliance renders Grantee ineligible for future funding opportunities.

Repayment may be required for any Grant Funds that are unexpended, expended for purposes other than those approved by the City, unsupported by adequate documentation, or otherwise determined by the City to have been improperly, unlawfully, or inappropriately used. Grantee shall repay such amounts within thirty (30) calendar days of written demand by the City, unless the City approves a different repayment timeframe in writing. The remedies set forth herein are cumulative and in addition to any other remedies available to the City at law or in equity.

9. HOLD HARMLESS

(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 contractors or subcontractors, or to the owners of Grantee's firm, which 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, 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 officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of Grantee or any of Grantee's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

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

10. 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 three (3) years after termination under this Agreement.

11. CERTIFICATION OF GOOD STANDING

Grantee shall be, and shall remain throughout the term of this Agreement, in good standing with the California Secretary of State, the California Attorney General, and the Franchise Tax Board. All required filings shall be current, and the Grantee's organizational status shall be active. If applicable, Grantee shall maintain its status as an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code for the duration of this Agreement.

12. COMPLIANCE WITH LAW

Grantee shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Grantee shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, ordinances, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

13. RISK OF NON-APPROPRIATION OF GRANT FUNDS

This Agreement is subject to the budget and fiscal provisions of the City. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its City Council. Grantee assumes all risk of possible non-appropriation of funds, and such assumption is part of the consideration for this Agreement.

14. PUBLIC RECORDS

Grantee acknowledges that all documents related to the funding request, including application materials, this Agreement, expenditure documentation, and other documents related to this Agreement, are a matter of public record and, as such, may be provided to members of the public, subject to applicable exemptions under the California Public Records Act.

15. CONFLICT OF INTEREST

Grantee acknowledges that it is familiar with applicable conflict of interest laws, including California Government Code sections 1090 et seq. and 87100 et seq., and certifies that no officer, director, employee, or agent of Grantee has any undisclosed personal or financial interest in the

Grant Funds. Grantee shall disclose in writing to the City any actual or potential conflict of interest as soon as it becomes aware of such conflict.

16. NONDISCRIMINATION

Grantee shall not discriminate in the performance of this Agreement on the basis of any classification protected under applicable federal or state law. All work performed, and services provided, with the use of grant funds provided by the City under this Agreement must be performed in compliance with Americans with Disabilities Act (“ADA”) regulations or other federal or state disability access or discrimination laws.

17. ASSIGNMENT

Grantee shall not assign or transfer any interest in this Agreement, whether voluntarily or by operation of law, nor delegate any duties hereunder, without the prior written consent of the City. Any such assignment or transfer without the City’s prior written consent shall be void. Grantee shall remain fully responsible for the performance of all obligations under this Agreement, notwithstanding any approved assignment.

18. FISCAL SPONSOR

If Grantee is serving as a fiscal sponsor (the “Fiscal Sponsor”) for a sponsored organization, program, or project (“Sponsored Program”), Grantee shall remain fully responsible and liable to City for the receipt, administration, and lawful use of the Grant Funds and for compliance with all requirements of this Agreement. No delegation of performance or responsibility to a Sponsored Program shall relieve Grantee of any obligation or liability to City under this Agreement. Grantee shall promptly notify City of any termination or material change in the fiscal sponsorship relationship. The failure of a Sponsored Program to comply with the terms of this Agreement shall be deemed a failure of the Grantee.

19. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly authorized to execute this Agreement on behalf of that party and to bind that party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY

GRANTEE

Name, Title

Name, Title

EXHIBIT A

Program Description

ATTACHMENT 3

FY 2026-27 Goleta City Grant – Final Funding Recommendations

Fiscal Year 2026-27 Goleta City Grant Applicant List - Final Funding Recommendations

#	Reviewing Body	Organization Name	Program Name	Amount Requested	Trial Decision	Recommended Award
1	EDRC	Ceylon International Film Festival Foundation	5th Ceylon International Film Festival	\$ 10,000.00	Approved	\$ 5,000.00
2	EDRC	Charities Foundation (Goleta Lions Club)	Summer Movie Nights	\$ 4,000.00	Approved	\$ 4,000.00
3	EDRC	Goleta Education Foundation	Lemon Run 2026	\$ 10,000.00	Approved	\$ 5,000.00
4	EDRC	PTA California Congress of Parents Teachers & Students Inc	Ellwood School Community Events - Fall Festival and Spring Dance	\$ 5,000.00	Approved	\$ 3,000.00
6	EDRC	Wild and Free Film Festival, Inc.	Wild and Free Film Festival	\$ 10,000.00	Approved	\$ 8,000.00
7	HISC	New Beginnings Counseling Center	Safe Parking Shelter and Rapid Rehousing Program	\$ 10,000.00	Approved	\$ 10,000.00
8	HISC	Peoples Self-Help Housing Corporation	Goleta Supportive Housing for Low-Income Households	\$ 10,000.00	Approved	\$ 5,000.00
11	HISC	Transition House	Family Emergency Shelter and Services	\$ 10,000.00	Approved	\$ 10,000.00
13	HSSC	Aha Attitude Harmony Achievement	Social Emotional Learning for Goleta Youth	\$ 10,000.00	Approved	\$ 1,500.00
14	HSSC	Apples to Zucchini Cooking School	Afterschool Enrichment - Culinary Education	\$ 10,000.00	Approved	\$ 1,000.00
15	HSSC	Benevolent & Protective Order of Elks of the USA	Make Sure it Sticks by Sixth! – Support for the Goleta Union Elementary School District's (GUSD) Math Fact Fluency Initiative	\$ 10,000.00	Approved	\$ 2,750.00
16	HSSC	Boxtales Theatre Company	Boxtales Youth and Family Theatre Public Performance Series	\$ 10,000.00	Approved	\$ 2,000.00
17	HSSC	Center for Successful Aging	General Operating Support	\$ 10,000.00	Approved	\$ 4,250.00
18	HSSC	Channel Islands Young Mens Christian Association	After School Enrichment Program	\$ 10,000.00	Approved	\$ 2,500.00
19	HSSC	Childrens Creative Project	Goleta Summer Dance Education Program	\$ 10,000.00	Approved	\$ 1,500.00
20	HSSC	Clay Studio	Clay Ball for All: Affordable Community Days	\$ 10,000.00	Approved	\$ 1,000.00
21	HSSC	Community Action Commission of Santa Barbara County	Seniors Safe at Home	\$ 10,000.00	Approved	\$ 5,500.00
22	HSSC	Creative Network	Creative Network's Hip-Hop and Street Dance Programming	\$ 10,000.00	Approved	\$ 1,000.00
23	HSSC	Dos Pueblos High School Foundation	Dos Pueblos after prom event	\$ 2,500.00	Approved	\$ 2,000.00
24	HSSC	Easy Lift Transportation	Dial-A-Ride Paratransit Service	\$ 10,000.00	Approved	\$ 7,500.00
25	HSSC	Family Service Agency of Santa Barbara County (FSA)	Long-Term Care Ombudsman	\$ 10,000.00	Approved	\$ 5,500.00
26	HSSC	Food From the Heart Inc	General Operating Support	\$ 10,000.00	Approved	\$ 7,500.00
27	HSSC	Foodbank of Santa Barbara County	'FEED'ing Nutritional Security for the City of Goleta	\$ 4,000.00	Approved	\$ 4,000.00
29	HSSC	Freedom 4 Youth	Peer-to-Peer Mentoring Groups	\$ 10,000.00	Approved	\$ 1,750.00
30	HSSC	Future Leaders of America	Future Leaders of America (FLA)	\$ 10,000.00	Approved	\$ 2,500.00
31	HSSC	Gateway Educational Services	Educational Support for Latinx Students in Goleta	\$ 10,000.00	Approved	\$ 3,750.00
32	HSSC	Goleta Union School District	GUSD Arts Education	\$ 9,000.00	Approved	\$ 4,500.00
33	HSSC	Grace Fisher Foundation	Disability Awareness Field Trips	\$ 7,920.00	Approved	\$ 2,500.00
34	HSSC	Hospice of Santa Barbara Inc	Support for Goleta Patients with a Life-Threatening Illness	\$ 10,000.00	Approved	\$ 5,000.00

Fiscal Year 2026-27 Goleta City Grant Applicant List - Final Funding Recommendations

35	HSSC	LEAP: Learn. Engage. Advocate. Partner. (formerly IVYP)	LEAP Family Resource Center (FRC): Integrated Support Services for Low-Income Goleta Families	\$ 10,000.00	Approved	\$ 9,000.00
37	HSSC	Mental Health Association in Santa Barbara County	Mental Health Matters (MHM) - Continued Funding for Goleta Students Responding to Ongoing Teacher and Principal Requests for Additional Classrooms Served	\$ 7,000.00	Approved	\$ 2,750.00
38	HSSC	Mosaic Therapy Collective	Mosaic Therapy Collective Equity Fund	\$ 6,000.00	Approved	\$ 2,750.00
39	HSSC	Mothers Helpers Inc	Mothers' Helpers Everyday Essentials Program	\$ 10,000.00	Approved	\$ 3,000.00
40	HSSC	Moxi the Wolf Museum of Exploration Innovation	Goleta School STEAM Programs	\$ 10,000.00	Approved	\$ 3,000.00
43	HSSC	Octobots Robotics	Octobots Robotics	\$ 10,000.00	Approved	\$ 2,500.00
44	HSSC	Organic Soup Kitchen	Basic Needs: Nutrition and Food Security	\$ 10,000.00	Approved	\$ 5,250.00
46	HSSC	Postpartum Education for Parents	Postpartum Education for Parents (PEP)	\$ 7,500.00	Approved	\$ 2,500.00
47	HSSC	PTA California Congress of Parents Teachers & Students Inc	La Patera PTA	\$ 4,800.00	Approved	\$ 1,250.00
48	HSSC	Safety Town of Santa Barbara County	Safety Town of Santa Barbara County	\$ 7,500.00	Approved	\$ 2,250.00
49	HSSC	Santa Barbara Channelkeeper	2026-27 Channelkeeper "What the Channel Means to Me" Student Art Show	\$ 1,500.00	Approved	\$ 1,500.00
50	HSSC	Santa Barbara Dance Institute	Santa Barbara Dance Institute's 2026 Goleta Summer Dance Camp and Early Childhood Inclusion Classes	\$ 10,000.00	Approved	\$ 1,750.00
52	HSSC	Santa Barbara Foundation	Cafecito Connect - Community Nutrition Chats	\$ 8,000.00	Approved	\$ 1,000.00
53	HSSC	Santa Barbara Museum of Art	Education for All with the Santa Barbara Museum of Art	\$ 10,000.00	Approved	\$ 2,500.00
54	HSSC	Santa Barbara Partners in Education A Calif Non Profit Public Ben Corp	Job Readiness Training & Internship Program for High School Youth	\$ 5,000.00	Approved	\$ 2,750.00
55	HSSC	Santa Barbara Strings	Early Strings Training Program (ESTP)	\$ 6,000.00	Approved	\$ 3,000.00
56	HSSC	Santa Barbara Symphony Orchestra Association	Music Education Programs for Goleta Youth (MEPs)	\$ 10,000.00	Approved	\$ 5,000.00
57	HSSC	Sarah House Santa Barbara	Home & Hospice Care for Low-Income Individuals	\$ 10,000.00	Approved	\$ 2,900.00
59	HSSC	SEE International	SEE Vision Care (SVC) Goleta Program	\$ 5,000.00	Approved	\$ 3,000.00
61	HSSC	Standing Together to End Sexual Assault	Crisis Intervention Program	\$ 3,000.00	Approved	\$ 1,500.00
63	HSSC	Syv Fruit & Vegetable Rescue	SYV Fruit & Vegetable Rescue (Veggie Rescue)	\$ 7,000.00	Approved	\$ 3,600.00
64	HSSC	The Breast Cancer Resource Center of Santa Barbara	Lay Patient Navigation and Support Services	\$ 10,000.00	Approved	\$ 1,500.00
65	HSSC	United Boys and Girls Clubs of Greater Santa Barbara County	United Boys & Girls Clubs, Goleta Club	\$ 10,000.00	Approved	\$ 8,000.00
67	HSSC	University of California Santa Barbara	Historias de Goleta: Latina/o Oral Historiography & Community Theater in the California Central Coast	\$ 10,000.00	Approved	\$ 1,750.00
68	HSSC	Vna Health Foundation	VNA Health Subsidized Charity Care and Community Programs for Goleta Seniors	\$ 10,000.00	Approved	\$ 1,500.00
69	HSSC	Youth Innovation Club Inc	High Impact Tutoring Program	\$ 7,000.00	Approved	\$ 5,000.00
79	P&R	Animal Shelter Assistance Program of Santa Barbara	Essential Veterinary Services Program	\$ 10,000.00	Approved	\$ 1,920.00

Fiscal Year 2026-27 Goleta City Grant Applicant List - Final Funding Recommendations

80	P&R	Channel Islands Marine and Wildlife Institute Inc	Marine Mammal Rescue & Rehabilitation Program	\$ 10,000.00	Approved	\$ 3,540.00
82	P&R	Dos Pueblos High School Foundation	Dos Pueblos High School - Baseball Program	\$ 5,000.00	Approved	\$ 1,250.00
83	P&R	Girls Inc. of Greater Santa Barbara	Inspiring Local Girls to be Strong, Smart, and Bold: Elementary & Teen Programs at Girls Inc.'s Goleta Valley Center	\$ 10,000.00	Approved	\$ 4,700.00
84	P&R	Goleta Valley Historical Society	Camp Stow	\$ 10,000.00	Approved	\$ 3,060.00
85	P&R	Greater Santa Barbara Ice Skating Association	Science on Skates	\$ 10,000.00	Approved	\$ 2,900.00
86	P&R	Los Padres Council Boy Scouts of America	Outdoor School Operations and Camperships	\$ 3,500.00	Approved	\$ 2,500.00
87	P&R	Nature Track Foundation	Fostering a Lifelong Fascination with Nature	\$ 5,000.00	Approved	\$ 3,800.00
88	P&R	Santa Barbara Audubon Society Inc	Winter Bird Count for Kids	\$ 5,830.00	Approved	\$ 3,150.00
89	P&R	Santa Barbara Channelkeeper	2026-27 Channelkeeper Watershed Brigade	\$ 5,000.00	Approved	\$ 3,250.00
90	P&R	Santa Barbara County Animal Care Foundation Inc	Goleta Shelter: Veterinary Clinic Equipment	\$ 10,000.00	Approved	\$ 3,140.00
91	P&R	Santa Barbara Foundation	Santa Barbara Search and Rescue Foundation (SBSARF)	\$ 10,000.00	Approved	\$ 3,000.00
92	P&R	Santa Barbara Humane Society for the Prevention of Cruelty To Anima	TLC Safety-Net Veterinary Care Program	\$ 10,000.00	Approved	\$ 2,750.00
93	P&R	Santa Barbara Police Activities League	Campership Alliance	\$ 10,000.00	Approved	\$ 2,700.00
95	P&R	Santa Barbara Wildlife Care Network	Wildlife Rescue & Rehabilitation: Veterinary Program Supplies	\$ 10,000.00	Approved	\$ 3,340.00
96	P&R	Wilderness Youth Project Incorporated	Wilderness Youth Project	\$ 10,000.00	Approved	\$ 5,000.00
						\$ 250,000.00

Reviewers Key:

EDRC	Economic Development & Revitalization Committee
HISC	Homelessness Issues Standing Committee
HSSC	Human Services Standing Committee
P&R	Parks and Recreation Commission

Approved:	71
Total Awarded:	\$ 250,000

ATTACHMENT 4

Amendment No. 2 to Agreement No. 2024-072 with MDG Associates LLC

**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
MDG ASSOCIATES LLC**

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation (“City”) and **MDG ASSOCIATES LLC** (“Consultant”) dated August 9, 2024 (“Agreement,” Agreement No. 2024-072) is made on this ____ day of _____, 2026.

SECTION A. RECITALS

1. This Agreement is for the professional consulting services for the development of the 2025-2029 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and Consolidated Annual Performance and Evaluation Report (CAPER); and
2. This Agreement has been amended to increase contract authority, update the Scope of Work and Schedule of Fees, and extend the termination date (Amendment No. 1); and
3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$45,000; and
4. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$45,000 for continued tasks associated with the Community Development Block Grant (CDBG) program; and
5. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2026; and
6. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 20, 2027; and
7. The Agreement currently provides in Exhibit B-1 entitled “Schedule of Fees” the hourly rates; and
8. The parties desire to amend Exhibit B-1 of the Agreement to identify the new hourly rates, attached as “Exhibit B-2”; and
9. The City Council approved this Amendment No. 2, on this ____ day of _____, 2026.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$45,000 and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$90,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-2," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional twelve (12) months 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.

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

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

Exhibit B-1 "Schedule of Fees" with **Exhibit B-2 "Schedule of Fees"** attached hereto and incorporated herein.

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

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

Guadalupe R. Munoz, Manager
& Member

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4365248AE5424CE...

Scott Shapses, Deputy City Attorney

**EXHIBIT B-2
SCHEDULE OF FEES**

Task List	Cost
Draft Consolidated Plan and First-Year Action Plan	\$16,500
Final Consolidated Plan and First-Year Action Plan	\$3,500
Consolidated Plan into eCon Planning Suite	\$2,000
Prepare and Submit 2023-2024 CAPER	\$6,000
As-Needed Hourly Consulting	\$62,000
TOTAL NOT TO EXCEED	\$90,000

HOURLY RATES – AS NEEDED (EXTRA) WORK

The consultant shall maintain detailed records of hours worked, personnel assigned, and tasks performed. Hourly services shall be invoiced monthly, with itemized documentation sufficient for City review and verification. Total compensation for hourly work shall not exceed the amount authorized in writing by the City.

Position	Hourly Rate
President	\$186
Senior Vice President	\$179
Vice President	\$174
Director	\$164
Deputy Director	\$158
Manager	\$153
Senior Associate	\$142
Associate	\$126
Senior Project Assistant	\$115
Project Assistant	\$98
Secretary	\$67

Reimbursable Expenses:

Reimbursable expenses (e.g. reprographics), when applicable, shall be billed on a straight pass-through basis. Consultant must obtain written pre-approval from the City Project Manager for all anticipated reimbursable expenses before incurring such expenses. Pre-approval requests shall include a detailed breakdown of expenses, purpose, and any other relevant information.

Mileage:

Mileage for travel to and from the job site or other locations related to the project is considered part of their regular duties and shall not be reimbursed. Consultant is responsible for all personal travel expenses, including the cost of transportation, mileage, and fuel, unless approved in advance by the City Project Manager.

ATTACHMENT 5

Agreement No. 2024-072 and Amendment No. 1 to 2024-072 with MDG Associates
LLC

Project Name: CDBG Consulting Services (CAPER & Con Plan)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
MDG ASSOCIATES LLC**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 9th day of August, 2024, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **MDG ASSOCIATES LLC**, a limited liability company (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional consulting services for the development of the 2025-2029 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and Consolidated Annual Performance and Evaluation Report (CAPER); and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Manager approved this AGREEMENT pursuant to Goleta Municipal Code section 3.05.070.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Services in conjunction with the City's Community Development Block Program shall generally include preparation of

the 2025-2029 Consolidated Plan, Analysis of Impediments of Fair Housing, and 2023-2024 CAPER, more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of **\$28,000** (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until **June 30, 2026**, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

4. EXTRA SERVICES

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

5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to **June 30, 2026**, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

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

7. OWNERSHIP OF DOCUMENTS

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

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

9. HOLD HARMLESS AND INDEMNITY

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

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

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

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

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

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

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be

suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

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

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

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

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

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

17. CONFLICT OF INTEREST

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

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

19. MITIGATION OF DAMAGES

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

20. GOVERNING LAW

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

21. NONDISCRIMINATION

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

22. TAXPAYER IDENTIFICATION NUMBER

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

23. NON-APPROPRIATION OF FUNDS

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

24. MODIFICATION OF AGREEMENT

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

25. USE OF THE TERM "CITY"

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

26. PERMITS AND LICENSES

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

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

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

33. FEDERAL REQUIREMENTS

FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant shall comply with all federal requirements including, but not limited to, the following:

1. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
2. Federal Contract Provisions attached hereto as **Exhibit “C”** and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

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


CITY OF GOLETA

Signed by:

 1AEBACAD159E4D7


 Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:

 1AD5A3D282954A8...

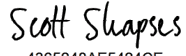
 Guadalupe R. Munoz, Manager
 & Member

ATTEST

DocuSigned by:

 A3E09F3473CA47E...

 Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:

4366248AE5424GE...

Scott Shapses, Deputy City Attorney

EXHIBIT A

SCOPE OF SERVICES

In partnership with the County of Santa Barbara, Cities of Lompoc & Santa Maria, consultant shall deliver task A (**Consolidated Plan and Year One Action Plan**) & B (**Analysis of Impediments to Fair Housing Choice**). Task C shall be completed as a stand-alone task for the City of Goleta.

A. Consolidated Plans and Year One Action Plans

The consultant will be responsible for completing the following summary of tasks, as further detailed in 24 CFR Part 91. The consultant is responsible for understanding the requirements for Consolidated Plans, Action Plans, and AIs, and the County and Cities do not guarantee that the following is inclusive of all required regulations:

1. Consultation (§91.100):

Perform the required consultations, which shall include consultation and coordination with appropriate public and private agencies, including, but not limited to, the State, local jurisdictions, public housing authorities, agencies that provide assisted housing, health services, social and fair housing services, and County departments;

2. Citizen Participation (§91.105):

Provide meaningful involvement of citizens, community-based organizations, businesses, elected officials, and housing and service providers to solicit feedback from the community and local organizations regarding the needs of lower-income households and the establishment of housing, community, and economic development priorities.

Note: The required number and location of public meetings is included below under Deliverables. In preparation for public meetings, the consultant should review jurisdictions' existing Citizen Participation Plans to ensure compliance. The consultant should draft all public notices to be published and/or posted by the respective jurisdiction.

3. Contents of Consolidated Plan (§91 Subpart C – Local Governments and Subpart E – Consortia)

- a. *§91.205 – Housing and Homeless Needs Assessment and §91.210 Housing Market Analysis:* Include a profile of population, housing, homeless needs, and employment. The Needs Assessment will be used to quantify and summarize available data on the most significant housing needs of extremely low-, low-, and moderate-income households, as

well as homeless persons and others with special needs, and to project those needs over the five-year Consolidated Plan period (2025-2029).

The consultant will include the most up-to-date data available including Census data, Census tabulations for HUD, State Department of Finance data, and any other relevant sources. To the extent feasible, data contained in the County's and Cities' Housing Elements should be incorporated to maintain consistency.

The consultant will summarize the governmental and market constraints to adequate and affordable housing (based on the Housing Element) and provide a narrative on the County's and Cities' CDBG, HOME, and CoC eligible community development needs. Mapping in this section would include low- and moderate-income Census block groups where HUD funds could be targeted, and racial/ethnic concentrations as potential areas requiring additional resources.

At a minimum, the Housing and Community Development Needs Assessment should include:

- I. Housing needs of families, renters, the elderly, the disabled, and persons living with HIV/AIDS
 - II. Homeless and at-risk of homelessness
 - III. Disproportionate need of racial/ethnic groups
 - IV. Lead-based paint hazards
 - V. Housing market conditions
 - VI. Public and assisted housing
 - VII. Barriers to affordable housing
- b. *§91.215 Strategic Plan:* The consultant will also prepare a Housing and Community Development Needs Strategic Plan, which forms the basis of subsequent annual Action Plans. The Strategic Plan will describe the jurisdictions' housing programs, resources available for housing and community development needs, general priority for assisting households, five-year objectives, lead-based paint reduction strategy, and institutional structures and governance. The following key elements should be included in the Plans' Housing and Community Development Objectives:

- Priority Housing Needs
- Priority Homeless Needs
- Priority Non-Housing Community Development
- Other Special Needs Populations
- Anti-Poverty Strategy
- Reduction of Barriers to Affordable Housing

The consultant should confer and discuss with staff the changes in priorities and programs based on community outreach results, staff recommendations, and projects in the pipeline that will be incorporated into the five-year strategy.

This task also includes preparation of the following HUD-required Consolidated Plan tables:

- Table 1A: Homeless Gap Analysis and Homeless Population/Subpopulation Chart
 - Table 1B: Special Needs (Non-Homeless) Populations
 - Table 1C: Summary of Specific Multi-Year Objectives – Homeless and Special Needs
 - Table 2A: Priority Housing Needs and Activities
 - Table 2B: Priority Community Development Needs
 - Table 2C: Summary of Specific Multi-Year Objectives – Housing and Community Development
 - Table 3A: Summary of Specific Annual Objectives
 - Table 3B: Annual Affordable Housing Goals
- c. *§91.220 Year One Action Plan:* The Action Plan should provide a concise summary of the actions, activities, and programs that will take place during the 2025-26 program year to address the priority needs and specific objectives identified in the Consolidated Plan. The consultant will ensure the Standard Form 424 is prepared and included in the final Action Plan.
- d. *§91.230 Monitoring:* The plan must describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan, including strategies and actions that address the fair housing issues and goals identified in the AI, and that the jurisdiction will use to ensure long-term compliance with requirements of the programs involved, including civil rights-related program requirements, minority business outreach, and comprehensive planning requirements.

B. Analysis of Impediments to Fair Housing Choice

The consultant will update the County's AI (last updated in 2020), using HUD's most current Fair Housing Planning Guide. The analysis will involve a review of the laws, regulations, and administrative policies, procedures, and practices of the County and Cities, and an assessment of how those laws affect the location, availability, and accessibility of housing. The update will also include an evaluation of conditions, both public and private, affecting fair housing choice for all protected

classes and an assessment of the availability of affordable, accessible housing. The County's active Fair Housing support system, including Legal Aid Foundation of Santa Barbara County, California Rural Legal Assistance, and the City of Santa Barbara's Rental Housing Mediation Task force, as well as organizations and local lenders familiar with the County residential real estate markets, will provide valuable information.

The consultant will perform relevant community consultations, community meetings, and data collection to complete the required HUD tables and the analysis of housing, homeless, capital development, and non-housing needs. A number of available community statistical and data resources are readily available, such as previous Consolidated Plans (if still relevant), Housing Elements for the County and Cities, recent Homeless Plan, Point In Time (PIT) and Housing Inventory Count (HIC), and other needs assessment reports. A successful respondent to this RFP will demonstrate their familiarity with these resources and be able to access and use them for the preparation of documents required under this Scope of Work.

Deliverables

1. Public Outreach

The County and Cities will rely on the information gathered at public meetings for their respective Consolidated Plans. Therefore, it will be necessary to hold at least one public meeting in each of the following locations:

- City of Goleta
- City of Lompoc
- City of Santa Maria
- Mid County location (Buellton/Solvang)
- South County location other than in the city of Goleta or the city of Santa Barbara

2. Needs Assessment – Data Collection and Analysis 24 CFR 91.200 – 210

The consultant will gather, review, and analyze data pertinent to the completion of the Consolidated Plan and AI, including but not limited to data relating to fair housing in real estate purchase and rental transactions, concentration of poverty, homelessness, public housing and voucher waiting list (and the integration of Public Housing Authority Plans), data regarding the race and ethnicity of people benefitting from different programs, and data regarding domestic violence, sexual assault, and stalking under the Violence Against Women Act (VAWA). Consolidated Plans created in the eConPlanning Suite include pre-populated data to assist in assessing community needs. Effective January 17, 2017, HUD requires an analysis of broadband access in housing occupied by low- and moderate-income households.

Sample datasets may include:

- Home Mortgage Disclosure Act (HMDA) data
- Comprehensive Housing Affordability Strategy (CHAS)
<https://www.huduser.gov/portal/datasets/cp.html>

In addition, the County contracts with Legal Aid Foundation of Santa Barbara County to provide fair housing counseling, education, and other services, and the City of Goleta contracts with the City of Santa Barbara's Rental Housing Mediation Program. The consultant should contact those entities for fair housing information that may be useful for the Consolidated Plan and AI.

3. Consolidated Plans and Action Plans

Each CDBG Entitlement Jurisdiction must have its own Consolidated Plan and first-year Action Plan.

- Consolidated Plan and first-year Action Plan for the County of Santa Barbara, including the unincorporated areas of the County and the CDBG Urban County partner cities of Buellton, Carpinteria, and Solvang. These plans also include the HOME program administered by the County on behalf of the County, the CDBG Urban County partner cities, and the HOME Consortium partner cities of Goleta, Lompoc, and Santa Maria.
- Consolidated Plan and first-year Action Plan for the City of Goleta's CDBG program

The Consolidated Plans and Action Plans must be prepared using the format of the HUD eConPlanning Suite program, which includes the Consolidated Plan Template, to develop the needs analysis, homeless plan, strategic plan, and first-year Action Plan.

- a. Drafts: Prepare drafts of the key components of each Consolidated Plan and Action Plan to be delivered at periodic intervals for review, by the date specified in the County's timeline.
- b. Final Plans: Deliver electronic copies of the Consolidated Plans, Action Plans, and AI, along with all related documents and appendices, by the date specified in the County's timeline.

4. Analysis of Impediments to Fair Housing Choice

HUD's Office of Community Planning and Development (CPD) provides several web-based resources to assist in the understanding and preparation of the AI. The AI must meet all the requirements of 24 CFR 91, as documented in the Consolidated Plan Review Guidance and the Fair Housing Planning Guide available on the HUD CPD web site.

- a. Drafts: Prepare a draft of the AI to be delivered at periodic intervals for review, as described in the County's timeline.
- b. Final Plan: Deliver electronic and four (4) hard copies of the AI and any related documents and appendices (in both native format and in PDF).

C. Consolidated Annual Performance and Evaluation Report

The consultant shall prepare and submit the City of Goleta Program Year 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) This report fulfills HUD's requirement that the City annually review and report the progress made in carrying out its Consolidated Plan and PY23-24 Action Plan. The CAPER includes performance information for the following HUD programs: Community Development Block Grant (CDBG). The report includes cumulative project progress, cumulative status of funds, direct benefit activities, actions to affirmatively further fair housing objectives, displacement of established residents from their neighborhoods, and other HUD-required information.

Specific tasks include the following:

- Meet with the City of Goleta by teleconference by August 10th to discuss the plan for CAPER submission;
- Verify in consultation with City staff that any Action Plan amendments were submitted to HUD and marked "Review Complete";
- Provide technical assistance by teleconference with screen sharing to City staff to support their efforts to update activity level data in IDIS and mark all activities "complete" once beneficiary-level data is entered in the activity accomplishment screens and the final drawdown of CDBG funds has occurred;
- Support the City to generate and review the Microstrategy Con Plan Report in IDIS and discuss with City staff to confirm accuracy;
- Provide technical assistance as needed to the finance staff responsible for completing the PR26 Financial Summary Report in IDIS;
- Support the City to develop the CAPER template in IDIS and complete all narratives using numeric data and other information to be supplied by City staff, including:
 - Adjusting CR-05 tables containing goals and outcomes for the program year and for the five-year period of the Consolidated Plan to date;
 - Completing assessment of the use of funds to address strategic plan goals;
 - Assisting City staff to explain why progress was not made toward meeting specific goals (if necessary);
 - Discussing annual resources and investments at screen CR-15;
 - Affordable housing goal attainment at screen CR-20;
 - Homeless and Other Special Needs at screen CR-25
 - Public Housing narratives at screen CR-30;

- Other Actions (barriers to affordable housing, obstacles to meeting underserved needs, anti-poverty strategy, institutional structure and coordination) at screen CR-35;
- Monitoring standards, procedures and results at screen CR-40;
- CDBG self-assessment at screen CR-45;
- Submit a Microsoft Word draft CAPER to the City for review and comment by August 24, 2024
- Provide revised draft incorporating City comments by September 6, 2024
- Assist City staff as needed to compile and respond to public comments received concerning the CAPER;
- Support the City to develop the necessary staff report and noticing for the public meeting and public review period
- Assist City staff as needed to generate and include attachments to the CAPER such as the Citizen Participation and Consultation Appendix and the IDIS Microstrategy Reports (if/as required by the local Field Office);
- Support the City to enter and submit final CAPER to HUD through IDIS by September 27, 2024
- Address any corrections to the CAPER required by HUD; and
- Produce a version of the HUD-accepted CAPER suitable for distribution in addition to a Microsoft Word version of the HUD-accepted CAPER

The dates for Task C can be adjusted as necessary with approval from the City's Project Manager.

EXHIBIT B
SCHEDULE OF FEES

Deliverable	Cost
Draft Consolidated Plan and First-Year Action Plan	\$16,500
Final Consolidated Plan and First-Year Action Plan	\$3,500
Consolidated Plan into eCon Planning Suite	\$2,000
Prepare and Submit 2023-2024 CAPER	\$6,000
TOTAL NOT TO EXCEED	\$28,000

HOURLY RATES – EXTRA WORK

Position	Hourly Rate
President	\$186
Senior Vice President	\$179
Vice President	\$174
Director	\$164
Deputy Director	\$158
Manager	\$153
Senior Associate	\$142
Associate	\$126
Senior Project Assistant	\$115
Project Assistant	\$98
Secretary	\$67

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, MDG Associates LLC (the "Consultant") shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Consultant.

1. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

A. Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

B. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made

under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

A. If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E (“Cost Principles”). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles (“GAAP”), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

A. Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant personnel for the purpose of interview and discussion related to the books and records.

B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

A. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

- i. Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof (“Notice of Termination for Convenience”). If the termination is for the convenience of the Agency, the Agency shall compensate Provider for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- ii. Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default (“Notice of Default”). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof (“Notice of Termination for Cause”). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and

adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

- iii. Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant performance of the work.

- iv. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and

remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

B. Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

- i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- iii. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such

other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

- iv. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

C. Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

D. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

- i. If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- ii. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- iii. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- iv. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- v. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- i. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- ii. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- iii. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- i. Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
- ii. Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement

to comply with these regulations in any lower tier covered transaction it enters into.

- iii. This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.
- H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- I. Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- i. Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- ii. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. MISCELLANEOUS PROVISIONS

- A. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- B. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- C. Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

D. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

E. General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.

- i. General and administrative expenses shall be negotiated and must conform to the Cost Principles.
- ii. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- iii. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

2024-072.1

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
MDG ASSOCIATES LLC**

This **Amendment No. 1** to the Professional Services Agreement by and between the **CITY OF GOLETA**, a municipal corporation (“City”) and **MDG ASSOCIATES LLC**, (“Consultant”) dated August 9, 2024 (“Agreement,” Agreement No. 2024-072) is made on this 21st day of November, 2025.

SECTION A. RECITALS

1. This Agreement is for the professional consulting services for the development of the 2025-2029 Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and Consolidated Annual Performance and Evaluation Report (CAPER); and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$28,000; and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$17,000 for additional tasks associated with the Community Development Block Grant (CDBG) program; and
4. The Agreement currently provides in Exhibit A entitled “Scope of Services” the complete and particular description of services; and
5. The parties desire to amend Exhibit A by adding additional services as more completely and particularly set forth in the Scope of Services, attached as Exhibit “A-1”; and
6. The Agreement currently provides in Exhibit B entitled “Schedule of Fees” the hourly rates; and
7. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as “Exhibit B-1”; and
8. The City Manager approved this Amendment No. 1, on this 21st day of November, 2025.

SECTION B. AMENDED TERMS

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

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$17,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$45,000 (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2026, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

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

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

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

Exhibit B "Schedule of Fees" with **Exhibit B-1 "Schedule of Fees"** attached hereto and incorporated herein.

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

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

CITY OF GOLETA

Signed by:
Robert Nisbet
B2FE699086194EB...
Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:
Guadalupe R. Munoz
1AD5A3D282954A8...
Guadalupe R. Munoz, Manager & Member

ATTEST:

Signed by:
Deborah Lopez
7C05104DAB12427...
Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:
Scott Shapses
4365248AE5424CF...
Scott Shapses, Deputy City Attorney

EXHIBIT A-1 SCOPE OF SERVICES

In partnership with the County of Santa Barbara, Cities of Lompoc & Santa Maria, consultant shall deliver Task A (**Consolidated Plan and Year One Action Plan**) & B (**Analysis of Impediments to Fair Housing Choice**). Task C (**Consolidated Annual Performance and Evaluation Report**) and Task D (**As-Needed Hourly Consulting**) shall be completed as a stand-alone task for the City of Goleta.

Task A. Consolidated Plans and Year One Action Plans

The consultant will be responsible for completing the following summary of tasks, as further detailed in 24 CFR Part 91. The consultant is responsible for understanding the requirements for Consolidated Plans, Action Plans, and AIs, and the County and Cities do not guarantee that the following is inclusive of all required regulations:

1. Consultation (§91.100):

Perform the required consultations, which shall include consultation and coordination with appropriate public and private agencies, including, but not limited to, the State, local jurisdictions, public housing authorities, agencies that provide assisted housing, health services, social and fair housing services, and County departments;

2. Citizen Participation (§91.105):

Provide meaningful involvement of citizens, community-based organizations, businesses, elected officials, and housing and service providers to solicit feedback from the community and local organizations regarding the needs of lower-income households and the establishment of housing, community, and economic development priorities.

Note: The required number and location of public meetings is included below under Deliverables. In preparation for public meetings, the consultant should review jurisdictions' existing Citizen Participation Plans to ensure compliance. The consultant should draft all public notices to be published and/or posted by the respective jurisdiction.

3. Contents of Consolidated Plan (§91 Subpart C – Local Governments and Subpart E – Consortia)

- a. *§91.205 – Housing and Homeless Needs Assessment and §91.210 Housing Market Analysis:* Include a profile of population, housing, homeless needs, and employment. The Needs Assessment will be used to quantify and summarize available data on the most significant housing needs of extremely low-, low-, and moderate-income households, as well as homeless persons and others

with special needs, and to project those needs over the five-year Consolidated Plan period (2025-2029).

The consultant will include the most up-to-date data available including Census data, Census tabulations for HUD, State Department of Finance data, and any other relevant sources. To the extent feasible, data contained in the County's and Cities' Housing Elements should be incorporated to maintain consistency.

The consultant will summarize the governmental and market constraints to adequate and affordable housing (based on the Housing Element) and provide a narrative on the County's and Cities' CDBG, HOME, and CoC eligible community development needs. Mapping in this section would include low- and moderate-income Census block groups where HUD funds could be targeted, and racial/ethnic concentrations as potential areas requiring additional resources.

At a minimum, the Housing and Community Development Needs Assessment should include:

- I. Housing needs of families, renters, the elderly, the disabled, and persons living with HIV/AIDS
- II. Homeless and at-risk of homelessness
- III. Disproportionate need of racial/ethnic groups
- IV. Lead-based paint hazards
- V. Housing market conditions
- VI. Public and assisted housing
- VII. Barriers to affordable housing

b. *§91.215 Strategic Plan*: The consultant will also prepare a Housing and Community Development Needs Strategic Plan, which forms the basis of subsequent annual Action Plans. The Strategic Plan will describe the jurisdictions' housing programs, resources available for housing and community development needs, general priority for assisting households, five-year objectives, lead-based paint reduction strategy, and institutional structures and governance. The following key elements should be included in the Plans' Housing and Community Development Objectives:

- Priority Housing Needs
- Priority Homeless Needs
- Priority Non-Housing Community Development
- Other Special Needs Populations
- Anti-Poverty Strategy
- Reduction of Barriers to Affordable Housing

The consultant should confer and discuss with staff the changes in priorities and programs based on community outreach results, staff recommendations, and projects in the pipeline that will be incorporated into the five-year strategy.

This task also includes preparation of the following HUD-required Consolidated Plan tables:

- Table 1A: Homeless Gap Analysis and Homeless Population/Subpopulation Chart
 - Table 1B: Special Needs (Non-Homeless) Populations
 - Table 1C: Summary of Specific Multi-Year Objectives – Homeless and Special Needs
 - Table 2A: Priority Housing Needs and Activities
 - Table 2B: Priority Community Development Needs
 - Table 2C: Summary of Specific Multi-Year Objectives – Housing and Community Development
 - Table 3A: Summary of Specific Annual Objectives
 - Table 3B: Annual Affordable Housing Goals
- c. *§91.220 Year One Action Plan:* The Action Plan should provide a concise summary of the actions, activities, and programs that will take place during the 2025-26 program year to address the priority needs and specific objectives identified in the Consolidated Plan. The consultant will ensure the Standard Form 424 is prepared and included in the final Action Plan.
- d. *§91.230 Monitoring:* The plan must describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan, including strategies and actions that address the fair housing issues and goals identified in the AI, and that the jurisdiction will use to ensure long-term compliance with requirements of the programs involved, including civil rights-related program requirements, minority business outreach, and comprehensive planning requirements.

Task B. Analysis of Impediments to Fair Housing Choice

(i) The consultant will update the County's AI (last updated in 2020), using HUD's most current Fair Housing Planning Guide. The analysis will involve a review of the laws, regulations, and administrative policies, procedures, and practices of the County and Cities, and an assessment of how those laws affect the location, availability, and accessibility of housing. The update will also include an evaluation of conditions, both public and private, affecting fair housing choice for all protected classes and an assessment of the availability of affordable, accessible housing. The County's active Fair Housing support system, including Legal Aid Foundation of Santa Barbara County, California Rural Legal Assistance, and the City of Santa Barbara's Rental Housing

Mediation Task force, as well as organizations and local lenders familiar with the County residential real estate markets, will provide valuable information.

The consultant will perform relevant community consultations, community meetings, and data collection to complete the required HUD tables and the analysis of housing, homeless, capital development, and non-housing needs. A number of available community statistical and data resources are readily available, such as previous Consolidated Plans (if still relevant), Housing Elements for the County and Cities, recent Homeless Plan, Point In Time (PIT) and Housing Inventory Count (HIC), and other needs assessment reports. A successful respondent to this RFP will demonstrate their familiarity with these resources and be able to access and use them for the preparation of documents required under this Scope of Work.

Deliverables

1. Public Outreach

The County and Cities will rely on the information gathered at public meetings for their respective Consolidated Plans. Therefore, it will be necessary to hold at least one public meeting in each of the following locations:

- City of Goleta
- City of Lompoc
- City of Santa Maria
- Mid County location (Buellton/Solvang)
- South County location other than in the city of Goleta or the city of Santa Barbara

2. Needs Assessment – Data Collection and Analysis 24 CFR 91.200 – 210

The consultant will gather, review, and analyze data pertinent to the completion of the Consolidated Plan and AI, including but not limited to data relating to fair housing in real estate purchase and rental transactions, concentration of poverty, homelessness, public housing and voucher waiting list (and the integration of Public Housing Authority Plans), data regarding the race and ethnicity of people benefitting from different programs, and data regarding domestic violence, sexual assault, and stalking under the Violence Against Women Act (VAWA). Consolidated Plans created in the eConPlanning Suite include pre-populated data to assist in assessing community needs. Effective January 17, 2017, HUD requires an analysis of broadband access in housing occupied by low- and moderate-income households.

Sample datasets may include:

- Home Mortgage Disclosure Act (HMDA) data
- Comprehensive Housing Affordability Strategy (CHAS)
<https://www.huduser.gov/portal/datasets/cp.html>

In addition, the County contracts with Legal Aid Foundation of Santa Barbara County to provide fair housing counseling, education, and other services, and the City of Goleta contracts with the City of Santa Barbara's Rental Housing Mediation Program. The consultant should contact those entities for fair housing information that may be useful for the Consolidated Plan and AI.

3. Consolidated Plans and Action Plans

Each CDBG Entitlement Jurisdiction must have its own Consolidated Plan and first-year Action Plan.

- Consolidated Plan and first-year Action Plan for the County of Santa Barbara, including the unincorporated areas of the County and the CDBG Urban County partner cities of Buellton, Carpinteria, and Solvang. These plans also include the HOME program administered by the County on behalf of the County, the CDBG Urban County partner cities, and the HOME Consortium partner cities of Goleta, Lompoc, and Santa Maria.
- Consolidated Plan and first-year Action Plan for the City of Goleta's CDBG program

The Consolidated Plans and Action Plans must be prepared using the format of the HUD eConPlanning Suite program, which includes the Consolidated Plan Template, to develop the needs analysis, homeless plan, strategic plan, and first-year Action Plan.

- a. Drafts: Prepare drafts of the key components of each Consolidated Plan and Action Plan to be delivered at periodic intervals for review, by the date specified in the County's timeline.
- b. Final Plans: Deliver electronic copies of the Consolidated Plans, Action Plans, and AI, along with all related documents and appendices, by the date specified in the County's timeline.

4. Analysis of Impediments to Fair Housing Choice

HUD's Office of Community Planning and Development (CPD) provides several web-based resources to assist in the understanding and preparation of the AI. The AI must meet all the requirements of 24 CFR 91, as documented in the Consolidated Plan Review Guidance and the Fair Housing Planning Guide available on the HUD CPD web site.

- a. Drafts: Prepare a draft of the AI to be delivered at periodic intervals for review, as described in the County's timeline.
- b. Final Plan: Deliver electronic and four (4) hard copies of the AI and any related documents and appendices (in both native format and in PDF).

Task C. Consolidated Annual Performance and Evaluation Report

The consultant shall prepare and submit the City of Goleta Program Year 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) This report fulfills HUD’s requirement that the City annually review and report the progress made in carrying out its Consolidated Plan and PY23-24 Action Plan. The CAPER includes performance information for the following HUD programs: Community Development Block Grant (CDBG). The report includes cumulative project progress, cumulative status of funds, direct benefit activities, actions to affirmatively further fair housing objectives, displacement of established residents from their neighborhoods, and other HUD-required information.

Specific tasks include the following:

- Meet with the City of Goleta by teleconference by August 10th to discuss the plan for CAPER submission;
- Verify in consultation with City staff that any Action Plan amendments were submitted to HUD and marked “Review Complete”;
- Provide technical assistance by teleconference with screen sharing to City staff to support their efforts to update activity level data in IDIS and mark all activities “complete” once beneficiary-level data is entered in the activity accomplishment screens and the final drawdown of CDBG funds has occurred;
- Support the City to generate and review the MicroStrategy Con Plan Report in IDIS and discuss with City staff to confirm accuracy;
- Provide technical assistance as needed to the finance staff responsible for completing the PR26 Financial Summary Report in IDIS;
- Support the City to develop the CAPER template in IDIS and complete all narratives using numeric data and other information to be supplied by City staff, including:
 - Adjusting CR-05 tables containing goals and outcomes for the program year and for the five-year period of the Consolidated Plan to date;
 - Completing assessment of the use of funds to address strategic plan goals;
 - Assisting City staff to explain why progress was not made toward meeting specific goals (if necessary);
 - Discussing annual resources and investments at screen CR-15;
 - Affordable housing goal attainment at screen CR-20;
 - Homeless and Other Special Needs at screen CR-25
 - Public Housing narratives at screen CR-30;
 - Other Actions (barriers to affordable housing, obstacles to meeting underserved needs, anti-poverty strategy, institutional structure and coordination) at screen CR-35;
 - Monitoring standards, procedures and results at screen CR-40;
 - CDBG self-assessment at screen CR-45;
- Submit a Microsoft Word draft CAPER to the City for review and comment by August 24, 2024

- Provide revised draft incorporating City comments by September 6, 2024
- Assist City staff as needed to compile and respond to public comments received concerning the CAPER;
- Support the City to develop the necessary staff report and noticing for the public meeting and public review period
- Assist City staff as needed to generate and include attachments to the CAPER such as the Citizen Participation and Consultation Appendix and the IDIS Microstrategy Reports (if/as required by the local Field Office);
- Support the City to enter and submit final CAPER to HUD through IDIS by September 27, 2024
- Address any corrections to the CAPER required by HUD; and
- Produce a version of the HUD-accepted CAPER suitable for distribution in addition to a Microsoft Word version of the HUD-accepted CAPER

The dates for Task C can be adjusted as necessary with approval from the City's Project Manager.

Task D. As-Needed Hourly Consulting

The Consultant may perform additional work as requested and authorized by the City on an hourly basis. Such work shall be undertaken only upon the City's prior written approval and in accordance with the hourly rates set forth in the approved Schedule of Fees.

As-Needed Consulting Services shall include, but are not limited to, the following tasks:

1. Program Management and Administration
 - Assist City staff with overall CDBG program planning, coordination, and reporting.
 - Develop and maintain project files, tracking systems, and required HUD documentation.
 - Prepare and review project setup and completion reports in the Integrated Disbursement and Information System (IDIS).
 - Provide technical assistance to subrecipients and City departments on eligible activities, national objectives, and regulatory compliance.
 - Support preparation of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).
2. Regulatory and Policy Compliance
 - Ensure all CDBG-funded activities comply with HUD regulations, City policies, and program guidelines.
 - Review and advise on environmental review records (24 CFR Part 58) and related documentation.

- Monitor subrecipients and contractors for performance, eligibility, and recordkeeping compliance.
 - Advise on uniform administrative requirements under 2 CFR 200, including procurement, cost principles, and audit standards.
3. Labor Standards and Davis-Bacon Compliance
- Provide guidance on labor compliance requirements for federally assisted construction projects.
 - Review bid documents and contracts to ensure inclusion of applicable federal labor standards clauses.
 - Monitor certified payrolls and conduct worker interviews as required by the Davis-Bacon Act.
 - Prepare and maintain documentation necessary for HUD monitoring.
4. Contracting and Procurement Support
- Assist in drafting and reviewing procurement documents, contracts, and agreements to ensure compliance with CDBG and City procurement policies.
 - Review contractor and subrecipient eligibility and performance documentation.
 - Support change orders, contract amendments, and closeout activities.
5. Construction Project Management
- Provide oversight and coordination support for CDBG-funded construction and capital improvement projects.
 - Monitor progress, schedules, and budgets; review invoices and pay requests for compliance and accuracy.
 - Conduct site visits and participate in pre-construction and project meetings.
 - Ensure completion of closeout documentation, final inspection reports, and beneficiary reporting.
6. Advisory and Technical Assistance
- Provide on-call consultation and training to City staff and partners on CDBG compliance, recordkeeping, and reporting.
 - Advise the City on program updates, HUD guidance, and policy changes affecting program implementation.
 - Assist in responding to HUD monitoring visits, audits, and information requests.

**EXHIBIT B-1
SCHEDULE OF FEES**

Task List	Cost
Draft Consolidated Plan and First-Year Action Plan	\$16,500
Final Consolidated Plan and First-Year Action Plan	\$3,500
Consolidated Plan into eCon Planning Suite	\$2,000
Prepare and Submit 2023-2024 CAPER	\$6,000
As-Needed Hourly Consulting	\$17,000
TOTAL NOT TO EXCEED	\$45,000

HOURLY RATES – AS NEEDED (EXTRA) WORK

The consultant shall maintain detailed records of hours worked, personnel assigned, and tasks performed. Hourly services shall be invoiced monthly, with itemized documentation sufficient for City review and verification. Total compensation for hourly work shall not exceed the amount authorized in writing by the City.

Position	Hourly Rate
President	\$186
Senior Vice President	\$179
Vice President	\$174
Director	\$164
Deputy Director	\$158
Manager	\$153
Senior Associate	\$142
Associate	\$126
Senior Project Assistant	\$115
Project Assistant	\$98
Secretary	\$67

Reimbursable Expenses:

Reimbursable expenses (e.g. reprographics), when applicable, shall be billed on a straight pass-through basis. Consultant must obtain written pre-approval from the City Project Manager for all anticipated reimbursable expenses before incurring such expenses. Pre-approval requests shall include a detailed breakdown of expenses, purpose, and any other relevant information.

Mileage:

Mileage for travel to and from the job site or other locations related to the project is considered part of their regular duties and shall not be reimbursed. Consultant is responsible for all personal travel expenses, including the cost of transportation, mileage, and fuel, unless approved in advance by the City Project Manager.