



TO: Mayor and Councilmembers

SUBMITTED BY: Robert Nisbet, City Manager

PREPARED BY: Shannon Kirn, Assistant to the City Manager

SUBJECT: FY 2024-25 Childcare Initiatives

RECOMMENDATION:

Approve the Fiscal Year 2024-25 Childcare Initiative funding recommendations of the Human Services Standing Committee.

BACKGROUND:

On May 28, 2024, the City Council approved grant agreements for Fiscal Year (FY) 2023-24 childcare initiatives with United Way and Women’s Economic Ventures (WEV). United Way was granted \$3,800 for the Brighter Futures Fund and WEV was granted \$46,200 for the Business of Care Pilot program. WEV plans to launch the first Business of Care program cohort in January 2025 and is hosting informational session(s) to garner as much participation as possible for the first cohort. Also at this meeting, Council expressed a desire for the Human Services Committee (Committee) to determine the best use of the next fiscal year’s funding for childcare initiatives early in the fiscal year. Council also expressed their desire to continue working with both United Way and WEV in addition to another organization for Fiscal Year 2024-25. Children’s Resource and Referral (CRR) was suggested as an additional partner.

On June 18, 2024, as part of the adopted Mid-cycle Budget, the City Council allocated \$250,000 in FY 2024-25 for childcare initiatives to the City Manager’s Professional Services account.

On July 17, 2024, the Committee met to discuss FY 2024-25 funding for childcare initiatives and how to allocate the funding. At this meeting, the Committee discussed splitting the funding between United Way, WEV, CRR, and Santa Barbara Foundation (SBF), as well as the regional efforts occurring in Santa Barbara County. After discussion, the Committee directed staff to request two-page proposals from each organization on how the proposed programs would align with the goals of an increase in the conversion of 3- to 5-year-old childcare spots to infant and toddler childcare spots and/or the expansion of both existing centers and family childcare providers at three different funding

tiers (\$25,000, \$50,000 and \$100,000). The Committee also directed to have the next Committee meeting after the Santa Barbara County Board of Supervisors (BOS) received a presentation on the assessments recently conducted and the reports made public.

On October 8, 2024, the BOS received a presentation from First 5 Santa Barbara County and Families Commission on the American Rescue Plan Act Childcare Sector Relief and Recovery. This report included an update on the outcomes of the performance measures so far and the following published reports: Childcare Facilities Needs Assessment, Planning for Childcare Land Use Report, and Childcare Needs and Asset Assessment. All documents can be accessed through the County of Santa Barbara Board of Supervisors' website.

DISCUSSION:

On October 22, 2024, the Committee met to discuss the proposals received from each of the nonprofits: United Way, WEV, CRR, and SBF. Table 1 provides a summary of the proposals received and each program is described in detail below.

Table 1. FY 2024-25 Childcare Initiative Proposal Summary

Organization	Program	Tier I: \$25,000	Tier II: \$50,000	Tier III: \$100,000
Santa Barbara Foundation	Childcare Provider Grants and/or Childcare Scholarships	Fully fund 1 Provider apps, supplement a 2 nd OR cover approx. 1-1.5 infant, 2-3 toddler, or 10 school age slots	Fully fund 3 Provider apps, supplement a 4th OR cover approx. 2-2.5 infant, 3-4 toddler, or 20 school age slots	Fully fund 6 Provider apps, supplement a 7 th OR cover approx. 3-3.5 infant, 4-5 toddler, or 40 school age slots
Children's Resource & Referral	Steps to Licensing/Quality Hybrid	License 7 New FCC Providers (56 childcare spaces)	License 7 New FCC Providers (56 childcare spaces) and increase the quality in 3 existing FCC	License 14 New FCC Providers (112 childcare spaces) and increase the quality in 10 existing FCC
United Way	Brighter Futures Childcare Fund	0.5-1 Employer Grant & 0.5-1 Scholarship(s)	1 Employer Grant & 1-2 Scholarship(s)	1-2 Employer Grant(s) & 2-3 Scholarship(s)
Women's Economic Ventures	Business of Care Accelerator Program	1:1 coaching for 6 childcare business owners, & \$15,000 for stipends	1:1 coaching for 12 childcare business owners, & \$30,000 for stipends	N/A
Collaborative Proposal (CRR & WEV)	Business of Care, Steps to Licensing/Quality	WEV Cohort 1 (already funded), Steps to Quality (15 Existing FCC), Steps to Licensing (12 New FCC), Steps to Quality (for the 12 new FCC), WEV Cohort II (for the 12 new FCC)		

Santa Barbara Foundation

Childcare Provider Grants:

- Increase organizational capacity amongst nonprofit childcare providers, SBF offers childcare grants of up to \$15,000
- SBF grants support projects focused on workforce pathway and skill development, supportive organization business model, family engagement, and the development of key areas of leadership
- SBF gives priority to organizations serving children ages 0-5 years
- Funds would serve only Goleta-based providers

Childcare Scholarships:

- To augment the existing William and Lottie Daniel Fund Child Care Scholarships, which are made available to nonprofit organizations that provide quality childcare for working families
- Families selected for a scholarship are working parents who reside in Santa Barbara County who have a child enrolled in the program full-time and are identified by providers as those with the greatest need
- This funding would provide scholarships to families residing in the City of Goleta

Children's Resource & Referral

Steps to Licensing:

- Provide a nurturing, supportive environment for both aspiring and seasoned childcare providers, guiding them through the process of opening their own family-based businesses or expanding their licenses to serve more children
- Recruit, train and provide technical assistance to, and license new Family Childcare (FCC) programs
- 45 hours of group training and 1-on-1 coaching
- Educators will receive \$600 of start-up reimbursements and mock-licensing site-visits to ensure readiness

Steps to Quality Hybrid:

- Provide comprehensive, evidence-based professional development workshops that empower educators with the knowledge and skills to truly nurture each child's growth and development while working to expand their license to serve more children
- Training in the Family Childcare Environment Rating Scale (FCCERS) along with pre- and post-environmental assessments
- Provide educators with \$2,000 worth of educational or environmental materials and coaching on how to implement such materials in the program

United Way Brighter Futures Childcare Fund

Employer-Sponsored Childcare Start Up Grant:

- Incentivizing businesses to make investments into childcare benefits for their employees, including providing grant assistance for the creation of new infant or toddler childcare spaces
- Grants are made up to \$75,000 to support start-up costs for local employers expanding or launching childcare programs and facilities

Family & Caregiver Scholarship Fund:

- Provide financial assistance for childcare costs for eligible families, aiming to narrow the cost-to-income gap from the current local average of 30%+ to 15% for participating households
- Average grant award is \$10,000/year per household
- Funded award based on income eligibility

WEV

Business of Care Accelerator Program:

- Participants gain a deep understanding of personal finance fundamentals, including budgeting, debt management, and goal-setting
- Participants receive a minimum of eight (8) hours of 1-on-1 consulting focused on financial education, QuickBooks setup and management, and strategies for expanding childcare capacities
- A \$2,500 stipend is provided upon completion of at least eight (8) hours of business consulting sessions, supporting participants in applying what they have learned to their businesses

Collaborative Proposal CRR & WEV

- Similar programmatic content to individual proposals with Steps to Licensing, Business of Care, and Steps to Quality programs (described above)
- Multifaceted approach guiding two cohorts through a combination of both programs:
 - First, the original Business of Care Program cohort, referred to as Cohort I, would undergo further training and support to elevate the quality of their services
 - Then, a new group of 12 childcare providers, Cohort II, would be guided through the process of becoming licensed, adding 96 spots to the local system. Seamlessly, these newly licensed programs would then transition into the Business of Care Program and the Steps to Quality curriculum
 - This comprehensive strategy ensures a continuum of quality improvement across 24 Goleta childcare programs, benefiting 236 young children and their families

The Committee discussed each of the proposals during its October 22, 2024, meeting and came to a consensus on the programmatic details and award amounts for each proposal. The Committee decided to recommend to the City Council to fund and enter into grant agreements with each of the four (4) nonprofits for childcare initiatives, with WEV being a subcontractor to CRR. The amounts and brief program deliverables are listed below. The detailed scopes of works with full programmatic criteria and deliverables can be found in the grant agreements in Attachments 1-3.

Human Services Committee Funding Recommendation:

- SBF
 - Fund 3 Childcare Provider Grants and supplement a 4th
 - Total: \$50,000
- United Way
 - Fund 1 Employer-Sponsored Childcare Start-Up Grant and 1-2 Family & Caregiver Scholarships
 - Total: \$50,000
- Collaborative Proposal CRR & WEV
 - Fund Cohort of 12 new FCC for the 3 programs:
 - CRR Steps to Licensing (12 new FCC)
 - CRR Steps to Quality and WEV Business of Care (12 newly licensed FCC)
 - Adding 96 new childcare spaces
 - Total: \$150,000 (\$100,000 for CRR; \$50,000 for WEV)

Each grant agreement has an expiration of June 30, 2026, to allow for enough time to complete each of the programs and all the reporting requirements.

GOLETA STRATEGIC PLAN:

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

Strategic Goal: 2.3 Support childcare initiatives and programs

FISCAL IMPACTS:

On June 18, 2024, as part of the adopted Mid-cycle Budget, the City Council allocated \$250,000 in FY 2024-25 for childcare initiatives to the City Manager's Professional Services account (101-10-1200-51200). No additional appropriations are needed for these grant agreements.

ALTERNATIVES:

The Council could choose to amend the grant agreements or to not move forward with the grant agreements and choose an alternative strategy to spend the funding for the childcare initiative.

LEGAL REVIEW BY: Isaac Rosen, Acting City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Santa Barbara Foundation Grant Agreement
2. United Way Grant Agreement
3. Children's Resource and Referral Grant Agreement
4. Staff presentation

ATTACHMENT 1

Santa Barbara Foundation Grant Agreement

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

THIS AGREEMENT FOR GRANT FUNDS (“Agreement”), made and entered into this _____ day of _____, _____, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **SANTA BARBARA FOUNDATION**, a California non-profit corporation (herein referred to as "Grantee").

WHEREAS, Grantee is a non-profit organization providing accessible business support for childcare providers, early childhood educators, and individuals who want to start or grow their own childcare business; and

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

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

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

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

WHEREAS, the City Council, on this ____ day of _____, _____, approved this Agreement and authorized the City Manager to execute the Agreement.

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

1. DESCRIPTION OF SERVICES

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

Grantee’s “Childcare Provider Grants” increase organizational capacity amongst nonprofit Goleta childcare providers through projects focused on workforce pathway and skill development, supportive organization business model, family engagement, and the development of key areas of leadership, as more particularly set forth in Scope of Work, attached as Exhibit “A”, and incorporated herein.

Grantee shall provide the following deliverables to the City by June 30, 2026:

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

(ii) Sample promotional program materials (if applicable).

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

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

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

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

2. **GRANT PAYMENT**

(a) **Maximum and Rate.** The total grant payable to Grantee by City for services under this Agreement shall be \$50,000.

(b) **Payment Schedule.** City shall fund Grantee with grant funds within 30 days of grant execution.

3. **RESTRICTIONS AND LIMITATIONS ON USE OF CITY FUNDS**

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

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

4. TERM

The term of this agreement shall commence on the date and year first written above and continue until June 30, 2026.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

City's "Project Manager", as that person is designated by the City from time to time, is Shannon Kim, Assistant to the City Manager.

6. PROGRESS AND COMPLETION

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

7. PREVAILING WAGES

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

8. OWNERSHIP OF DOCUMENTS

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

9. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

10. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for Grantee's Damages.** Grantee holds City, its elected officials, officers, and employees, harmless from all Grantee's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Grantee, to Grantee's

employees, to Grantee's volunteers, contractors or subcontractors, or to the owners of Grantee's firm, whether damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Grantee is on City property, or which are connected, directly or indirectly, with Grantee's performance of any activity or work required under this Agreement.

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

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

11. INSURANCE

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

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

Automobile liability insurance. Grantee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Grantee arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-

owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit per accident.

Workers' compensation insurance. Grantee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Grantee shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

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

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

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

12. RELATION OF THE PARTIES

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

13. AUDIT OF RECORDS

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

14. WAIVER; REMEDIES CUMULATIVE

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

15. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

16. MITIGATION OF DAMAGES

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

17. GOVERNING LAW

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

18. NONDISCRIMINATION

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

19. CAPTIONS

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

20. AUTHORIZATION

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

21. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Grantee's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

22. PARTIAL INVALIDITY

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

23. NOTICES

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

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

City of Goleta
Grant Agreement with Santa Barbara Foundation
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TO GRANTEE: Jackie Carrera, President & CEO
Santa Barbara Foundation
1111 Chapala Street, Suite 200.
Santa Barbara, CA 93101

24. COUNTERPARTS AND FASCIMILE OR PDF SIGNATURES

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

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

CITY OF GOLETA

GRANTEE

Robert Nisbet, City Manager

Jackie Carrera, President & CEO

ATTEST

Deborah Lopez, City Clerk

APPROVED TO FORM

Signed by:


4309248AE5424CE...
Scott Shapses, Deputy City Attorney

EXHIBIT A

Scope of Work

Program Overview:

- To increase organizational capacity amongst nonprofit childcare providers and meet the critical needs of our communities' youngest members, SBF offers childcare grants of up to \$15,000
- SBF grants support projects focused on workforce pathway and skill development, supportive organization business model, family engagement, and the development of key areas of leadership
- SBF gives priority to organizations serving children ages 0-5 years
- Funds would serve only Goleta based providers
- Funds will be used to fully fund three (3) additional provider applications and supplement a fourth application

Childcare Provider Grants

Childcare Provider Grants are to support and strengthen childcare providers and the integral direct service providers that support them. Grantee projects can focus on any of the following:

- **Childcare Workforce Pathway and Skill Development.** Increase the number of qualified infant and toddler workforce professionals in the County. Strategies *may* include:
 - Increasing the number of staff seeking infant/toddler qualifications through Early Childhood Ed. Units
 - Developing or participating in coaching and mentoring programs to enhance skills
 - Collaborating with other service providers or childcare organizations (i.e., SBCEO Child Care Planning Council, Children's Resource and Referral of SBC, etc.)
- **Supportive Organizational Business Model.** Building a supporting organizational climate *may* include:
 - Through leadership development, facilitating new, licensed infant and toddler childcare space creation
 - Increasing the ability to interpret data for goal setting for future program direction
 - Participating in technical assistance programs that offer facility or business-related support
 - Assuring the successful day to day operation of a center

- Advocating for teachers
- **Family Engagement.** Strategies should be cognizant of incorporating a family's composition, language, and culture into their approach of collaborating with them. Applicants should clearly identify a proven family engagement strategy to build relationships between themselves and families to maximize a child's success. Strategies *may* include:
 - Promoting partnerships with families
 - Fostering family leadership
 - Building support for families to foster engagement in their child's development and education
- **Building Content Specific Areas of Leadership.** Strategies *may* include the following:
 - Promoting fair and equitable access to childcare opportunities
 - Systems thinking
 - Effective strategies for working with English language learners (ELL's)
 - Working with special populations including special needs, homeless and foster children, or addressing other evident emerging needs

EXHIBIT B

End of Program Report

Agency Name:

Contract Amount: \$

Activity or Program Name:

Activity Location:

Agency Contact Name:

Agency Contact Number:

1. Please describe the activity or program accomplishments.
2. Comment on areas of significant deviation from the activity/program goals and objectives, if any.
3. Comment on any areas of significant deviation from the budget proposal submitted with the activity/project application, if any.
4. Approximately how many persons in Goleta were served?
5. Please attach an itemized budget report, detailing how the program or activity funds were expended.

ATTACHMENT 2

United Way Grant Agreement

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

THIS AGREEMENT FOR GRANT FUNDS ("Agreement"), made and entered into this _____ day of _____, _____, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **UNITED WAY OF SANTA BARBARA COUNTY**, a California non-profit corporation (herein referred to as "Grantee").

WHEREAS, Grantee is a non-profit organization providing accessible business support for childcare providers, early childhood educators, and individuals who want to start or grow their own childcare business; and

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

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

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

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

WHEREAS, the City Council, on this _____ day of _____, _____, approved this Agreement and authorized the City Manager to execute the Agreement.

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

1. DESCRIPTION OF SERVICES

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

Grantee's "Brighter Futures Childcare Fund" supports comprehensive expansion and development within the childcare sector. Funds will be used for two of the four funding areas (1) providing local Goleta employers with start-up funding for childcare facilities and programs, and (2) providing Goleta families with scholarships to increase the affordability

of quality care, as more particularly set forth in Scope of Work, attached as Exhibit "A", and incorporated herein.

Grantee shall provide the following deliverables to the City by June 30, 2026:

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

(ii) Sample promotional program materials (if applicable).

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

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

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

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

2. **GRANT PAYMENT**

(a) **Maximum and Rate.** The total grant payable to Grantee by City for services under this Agreement shall be \$50,000.

(b) **Payment Schedule.** City shall fund Grantee with grant funds within 30 days of grant execution.

3. **RESTRICTIONS AND LIMITATIONS ON USE OF CITY FUNDS**

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

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

4. TERM

The term of this agreement shall commence on the date and year first written above and continue until June 30, 2026.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

6. PROGRESS AND COMPLETION

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

7. PREVAILING WAGES

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

8. OWNERSHIP OF DOCUMENTS

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

9. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

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

10. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for Grantee's Damages.** Grantee holds City, its elected officials, officers, and employees, harmless from all Grantee's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Grantee, to Grantee's

employees, to Grantee's volunteers, contractors or subcontractors, or to the owners of Grantee's firm, whether damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Grantee is on City property, or which are connected, directly or indirectly, with Grantee's performance of any activity or work required under this Agreement.

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

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

11. INSURANCE

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

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

Automobile liability insurance. Grantee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Grantee arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-

owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit per accident.

Workers' compensation insurance. Grantee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Grantee shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

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

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

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

12. RELATION OF THE PARTIES

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

13. AUDIT OF RECORDS

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

14. WAIVER; REMEDIES CUMULATIVE

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

15. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

16. MITIGATION OF DAMAGES

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

17. GOVERNING LAW

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

TO GRANTEE: Steve Ortiz, President & CEO
United Way of Santa Barabra County
320 E. Gutierrez St.
Santa Barbara, CA 93101

24. COUNTERPARTS AND FASCIMILE OR PDF SIGNATURES

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

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

CITY OF GOLETA

GRANTEE

Robert Nisbet, City Manager

Steve Ortiz, President & CEO

ATTEST

Deborah Lopez, City Clerk

APPROVED TO FORM

Signed by:


4365248AE5424CE
Scott Shapses, Deputy City Attorney

EXHIBIT A

Scope of Work

Program Overview

As a result of discussions with the Brighter Futures Childcare Coalition, United Way developed and launched the Brighter Futures Childcare Fund, a centralized fund to support the Santa Barbara County community in addressing the availability and affordability of childcare. The fund's priorities are divided into four funding areas, including start-up grants for employers expanding or creating childcare facilities, childcare scholarships for local parents and caregivers, and business development and emergency preparedness training grants for providers.

Grant funds will be divided according to the following:

- 75% Employer-Sponsored Childcare Start-up Grants
- 25% Family & Caregiver Scholarship fund

The total funding amount will cover approximately 1 Employer Grant and 1-2 Scholarship(s).

Employer-Sponsored Childcare Start-Up Grant Funding

This fund is for organizations looking to add or expand their current childcare benefit offerings to employees, specifically creating or expanding infant and toddler spaces. Funding is intended to cover start-up costs, not ongoing operating costs for an employer-sponsored childcare center. Fund details:

- Eligibility: Employers located within the City of Goleta
- Grants awarded up to \$75,000
- Funding awarded based on outcome alignment for creation of new childcare spaces.

See Addendum A for Eligibility Guidelines.

Brighter Futures Childcare Scholarship Fund

The Brighter Futures Childcare Scholarship Fund will provide financial assistance for childcare costs for eligible families, with a target to narrow the cost-to-income gap to 15% for participating households. Average grant awards are estimated to total \$10,000 per child, per year. Fund details:

- **Eligibility:** Parents & Caregivers residents of the City of Goleta with children ages 0-5 who are employed
- Average grant award of \$10,000
- Funding awarded based on income eligibility.

See Addendum B for Eligibility Guidelines.

Addendum A

Fund Eligibility Guidelines – Employer-Sponsored Childcare Startup Grants

Grant Purpose

This grant, as part of United Way of Santa Barbara County's Brighter Futures Childcare Fund, is for organizations looking to add or expand their current childcare benefit offerings to employees, specifically creating or expanding infant and toddler spaces. Funding is intended to cover start-up costs, not ongoing operating costs for an employer-sponsored childcare center.

Indirect costs are not allowable under this grant. As this start-up grant is funding only a portion of overall costs for new or expanded infant/toddler spaces, the entire grant needs to be used for direct costs.

Employer Eligibility:

- Be located in the City of Goleta
- Be adding infant or toddler spaces to an existing childcare center or starting a new childcare center with infant or toddler spaces
- Have or be creating a childcare center that is primarily focused on providing childcare to the workforce of that employer
- Have made significant progress towards the creation or expansion of infant or toddler spaces, including having obtained all relevant permits

Application Materials (submit through online portal):

- Application Form (includes information about your business, including annual operating budget, number of employees, etc.)
- Information about the impact of unmet childcare needs on your staff and business
- Information about any childcare benefits currently provided to employees
- Information about any prior experience your business has in running a childcare facility
- Information about the new or expanded childcare center, including where you are in the development process and its proposed revenue structure
- Information about the specific start-up costs for requested grant funds

Funding Amount and Grantee Selection:

The funding amounts and the number of grantees are based on a variety of factors including if the childcare center has other funding sources available, the overall cost structure of the center, the number of spots being created, and more. Requests of up to \$75,000 will be considered.

Addendum B

Fund Eligibility Guidelines – Brighter Futures Childcare Scholarship Fund

Table 1.

Family Eligibility:

- Have a child/children under 5 years of age*
- Have a spot secured for your child/children at a licensed childcare program
- Live in the City of Goleta
- Qualify financially (see table 1)
- Work during the hours your child receives care

* Families applying for help covering the cost of care for a foster childcare encouraged to apply through Alternative Payment Program (APP).

Family Size	Minimum Annual Income	Maximum Annual Income
	Upper limit of APP	600% of federal poverty line
2	\$73,563	\$122,640
3	\$83,172	\$154,920
4	\$96,300	\$187,200
5	\$111,708	\$219,480
6	\$127,116	\$251,760
7	\$130,008	\$284,040
8	\$132,888	\$316,320

Application Materials (submit through online portal):

- Application Form
- Unexpired photo ID for all parents or legal guardians
- Copy of most recent federal tax return
- Copy of pay stubs for previous 2- months
- Proof of residence, if not provided on federal tax return or photo ID
- If self-employed, current profit/loss statement and recent business taxes
- If applicable, divorce decree, separation agreement, and/or custody agreement.
- If applicable, award letter for any government assistance programs.
- Signed client responsibility agreement
- Recommendation from childcare provider

Financial Aid:

Monthly financial assistance is designed to bring combined childcare costs down to a reasonable amount. Families are required to contribute 15% of gross income for childcare. The amount a family receives is based on several factors, such as, but not limited to:

- The monthly/annual gross income of the family and amount of income spent on childcare
- Number of people in the family
- Number of children under 5 years of age in childcare
- Number of days a week the child attends childcare
- Daily rate of childcare program
- Other financial hardships

The maximum Brighter Futures annual scholarship amount per child is \$20,000.

EXHIBIT B

End of Program Report

Agency Name:

Contract Amount: \$

Activity or Program Name:

Activity Location:

Agency Contact Name:

Agency Contact Number:

1. Please describe the activity or program accomplishments.
2. Comment on areas of significant deviation from the activity/program goals and objectives, if any.
3. Comment on any areas of significant deviation from the budget proposal submitted with the activity/project application, if any.
4. Approximately how many persons in Goleta were served?
5. Please attach an itemized budget report, detailing how the program or activity funds were expended.

ATTACHMENT 3

Children's Resource and Referral Grant Agreement

**AN AGREEMENT FOR GRANT FUNDS
BETWEEN THE CITY OF GOLETA
AND
CHILDREN’S RESOURCE & REFERRAL OF SANTA BARBARA COUNTY**

THIS AGREEMENT FOR GRANT FUNDS (“Agreement”), made and entered into this _____ day of _____, _____, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **CHILDREN’S RESOURCE & REFERRAL OF SANTA BARBARA COUNTY**, a California non-profit corporation (herein referred to as "Grantee").

WHEREAS, Grantee is a non-profit organization providing accessible business support for childcare providers, early childhood educators, and individuals who want to start or grow their own childcare business; and

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

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

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

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

WHEREAS, the City Council, on this _____ day of _____, _____, approved this Agreement and authorized the City Manager to execute the Agreement.

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

1. DESCRIPTION OF SERVICES

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

Grantee’s Multifaceted approach guiding one cohort of up to twelve (12) childcare providers through a series of three programs: Steps to Licensing, Steps to Quality, and Business of Care as more particularly set forth in Scope of Work, attached as Exhibit “A”, and incorporated herein.

Grantee shall provide the following deliverables to the City by June 30, 2026:

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

(ii) Sample promotional program materials (if applicable).

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

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

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

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

2. **GRANT PAYMENT**

(a) **Maximum and Rate.** The total grant payable to Grantee by City for services under this Agreement shall be \$150,000.

(b) **Payment Schedule.** City shall fund Grantee with grant funds within 30 days of grant execution.

3. **RESTRICTIONS AND LIMITATIONS ON USE OF CITY FUNDS**

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

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

4. TERM

The term of this agreement shall commence on the date and year first written above and continue until June 30, 2026.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

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

6. PROGRESS AND COMPLETION

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

7. PREVAILING WAGES

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

8. OWNERSHIP OF DOCUMENTS

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

9. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

Jacquilyn Banta, or other City-approved representative, is deemed to be specially experienced and is a key member of the project team of Grantee, and shall be directly involved in performing, supervising or assisting in the performance of this work. They shall communicate with, and periodically report to, City's Project Manager on the progress of the work. Women's Economic Ventures (WEV), a California 501(c)3 nonprofit organization, may operate as a subcontractor to complete work as assigned. No work shall be assigned to a subcontractor without City's written consent.

10. **HOLD HARMLESS AND INDEMNITY**

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

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

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

11. **INSURANCE**

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

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

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

Workers' compensation insurance. Grantee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Grantee shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

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

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

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

12. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Grantee be considered an officer, agent, servant or employee of City. Grantee shall be solely responsible for any workers compensation

insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

13. AUDIT OF RECORDS

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

14. WAIVER; REMEDIES CUMULATIVE

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

15. CONSTRUCTION OF LANGUAGE OF AGREEMENT

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

16. MITIGATION OF DAMAGES

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

17. GOVERNING LAW

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

18. NONDISCRIMINATION

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

19. CAPTIONS

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

20. AUTHORIZATION

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

21. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Grantee's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

22. PARTIAL INVALIDITY

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

23. NOTICES

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

City of Goleta
Grant Agreement with Children's Resource & Referral of Santa Barbara County
Page 7 of 11

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

TO GRANTEE: Michelle Graham, CEO
Children’s Resource & Referral of Santa Barabra
County
2861 Airpark Dr, Second Floor,
Santa Maria, CA 93455

24. COUNTERPARTS AND FASCIMILE OR PDF SIGNATURES

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

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

CITY OF GOLETA

GRANTEE


Robert Nisbet, City Manager

Michelle Graham, CEO

ATTEST

Deborah Lopez, City Clerk

APPROVED TO FORM

Signed by:


4386248AE5424CE...
Scott Shapses, Deputy City Attorney

EXHIBIT A

Scope of Work

Program Overview

Multifaceted approach guiding one cohort of up to twelve (12) childcare providers (Cohort I) through a series of three programs: Steps to Licensing, Steps to Quality, and Business of Care.

Grant funds will be apportioned as follows:

- \$100,000 for CRR Steps to Licensing and Steps to Quality Programs
- \$50,000 for WEV's Business of Care Program

Children's Resource & Referral

Steps to Licensing Cohort I:

- Provide a nurturing, supportive environment for both aspiring and seasoned childcare providers, guiding them through the process of opening their own family-based businesses or expanding their licenses to serve more children
- Recruit, train and provide technical assistance to, and license 12 new Family Childcare (FCC) programs
 - 96 new licensed childcare spaces
- 45 hours of group training and 1-on-1 coaching
- Educators will receive \$600 of start-up reimbursements and mock-licensing site-visits to ensure readiness

Steps to Quality Hybrid Cohort I:

- Increasing quality in the 12 new FCC
- Provide comprehensive, evidence-based professional development workshops that empower educators with the knowledge and skills to truly nurture each child's growth and development while working to expand their license to serve more children
- Training in the Family Childcare Environment Rating Scale (FCCERS) along with pre- and post-environmental assessments
- Provide educators with \$2,500 worth of educational or environmental materials and coaching on how to implement such materials in the program

WEV

Business of Care Accelerator Program Cohort 1:

- Participants gain a deep understanding of personal finance fundamentals, including budgeting, debt management, and goal setting
- Participants receive a minimum of eight (8) hours of 1-on-1 consulting focused on financial education, QuickBooks setup and management, and strategies for expanding childcare capacities
- A \$2,500 stipend is provided upon completion of at least eight (8) hours of business consulting sessions, supporting participants in applying what they have learned to their businesses.

Deliverables:

1. (CRR) recruit, train, and provide technical assistance to obtain a license to 12 NEW Family Child Care programs (Tier I), creating 96 NEW licensed childcare spaces
2. (WEV) 12 newly licensed participants will complete a 10-week Business of Care (CohortII), resulting in 12 business plans, identifying growth avenues, business finance, and infrastructure. \$30,000 in business stipends will be provided.
3. (CRR) 12 newly licensed participants will receive FCCERS training, a Pre and Post FCCERS Assessment, materials consistent with their assessment results, coaching on quality implementation of such materials, and 100% of participants will increase in quality care and education.

EXHIBIT B

End of Program Report

Agency Name:

Contract Amount: \$

Activity or Program Name:

Activity Location:

Agency Contact Name:

Agency Contact Number:

1. Please describe the activity or program accomplishments.
2. Comment on areas of significant deviation from the activity/program goals and objectives, if any.
3. Comment on any areas of significant deviation from the budget proposal submitted with the activity/project application, if any.
4. Approximately how many persons in Goleta were served?
5. Please attach an itemized budget report, detailing how the program or activity funds were expended.

ATTACHMENT 4

Staff Presentation

FY 2024-25 Childcare Initiatives

Submitted by: Robert Nisbet, City Manager

Prepared by: Shannon Kirn, Assistant to the City Manager



Background

City Council

- Directed the Committee to work with at least 3 orgs and determine the best use of childcare funds early in FY 24-25

28 May 2024

HS Committee meeting

- Requested proposals from 4 nonprofit orgs
- Wait until after BOS received childcare reports

17 July 2024

HS Committee Meeting

- 5 childcare proposals reviewed
- 3 different funding tiers

22 Oct. 2024

Overview of Proposals



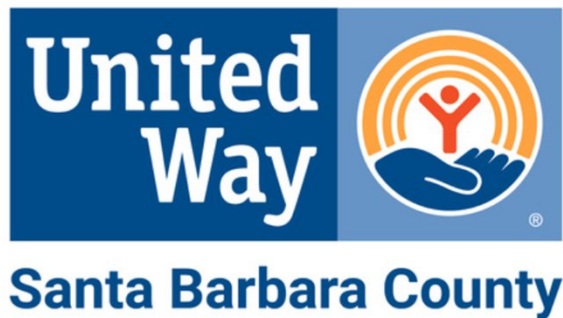
Organization	Program	Tier I: \$25,000	Tier II: \$50,000	Tier III: \$100,000
Santa Barbara Foundation	Childcare Provider Grants and/or Childcare Scholarships	Fully fund 1 Provider apps, supplement a 2 nd OR cover approx. 1-1.5 infant, 2-3 toddler, or 10 school age slots	Fully fund 3 Provider apps, supplement a 4 th OR cover approx. 2-2.5 infant, 3-4 toddler, or 20 school age slots	Fully fund 6 Provider apps, supplement a 7 th OR cover approx. 3-3.5 infant, 4-5 toddler, or 40 school age slots
Children's Resource & Referral	Steps to Licensing/Quality Hybrid	License 7 New FCC Providers (56 childcare spaces)	License 7 New FCC Providers (56 childcare spaces) and increase the quality in 3 existing FCC	License 14 New FCC Providers (112 childcare spaces) and increase the quality in 10 existing FCC
United Way	Brighter Futures Childcare Fund	0.5-1 Employer Grant & 0.5-1 Scholarship(s)	1 Employer Grant & 1-2 Scholarship(s)	1-2 Employer Grant(s) & 2-3 Scholarship(s)
Women's Economic Ventures	Business of Care Accelerator Program	1:1 coaching for 6 childcare business owners, & \$15,000 for stipends	1:1 coaching for 12 childcare business owners, & \$30,000 for stipends	N/A
Collaborative Proposal (CRR & WEV)	Business of Care, Steps to Licensing/Quality	WEV Cohort 1 (already funded), Steps to Quality (15 Existing FCC), Steps to Licensing (12 New FCC), Steps to Quality (for the 12 new FCC), WEV Cohort II (for the 12 new FCC)		

Santa Barbara Foundation - Childcare Provider Grants (\$50K)

- Increase organizational capacity among nonprofit childcare providers
- Workforce pathway, skill development, supportive organization business model, family engagement, and leadership development
- Priority to providers serving children ages 0-5
- Fund 3 Goleta-based provider grants and supplement a 4th



United Way Brighter Futures Fund (\$50K)



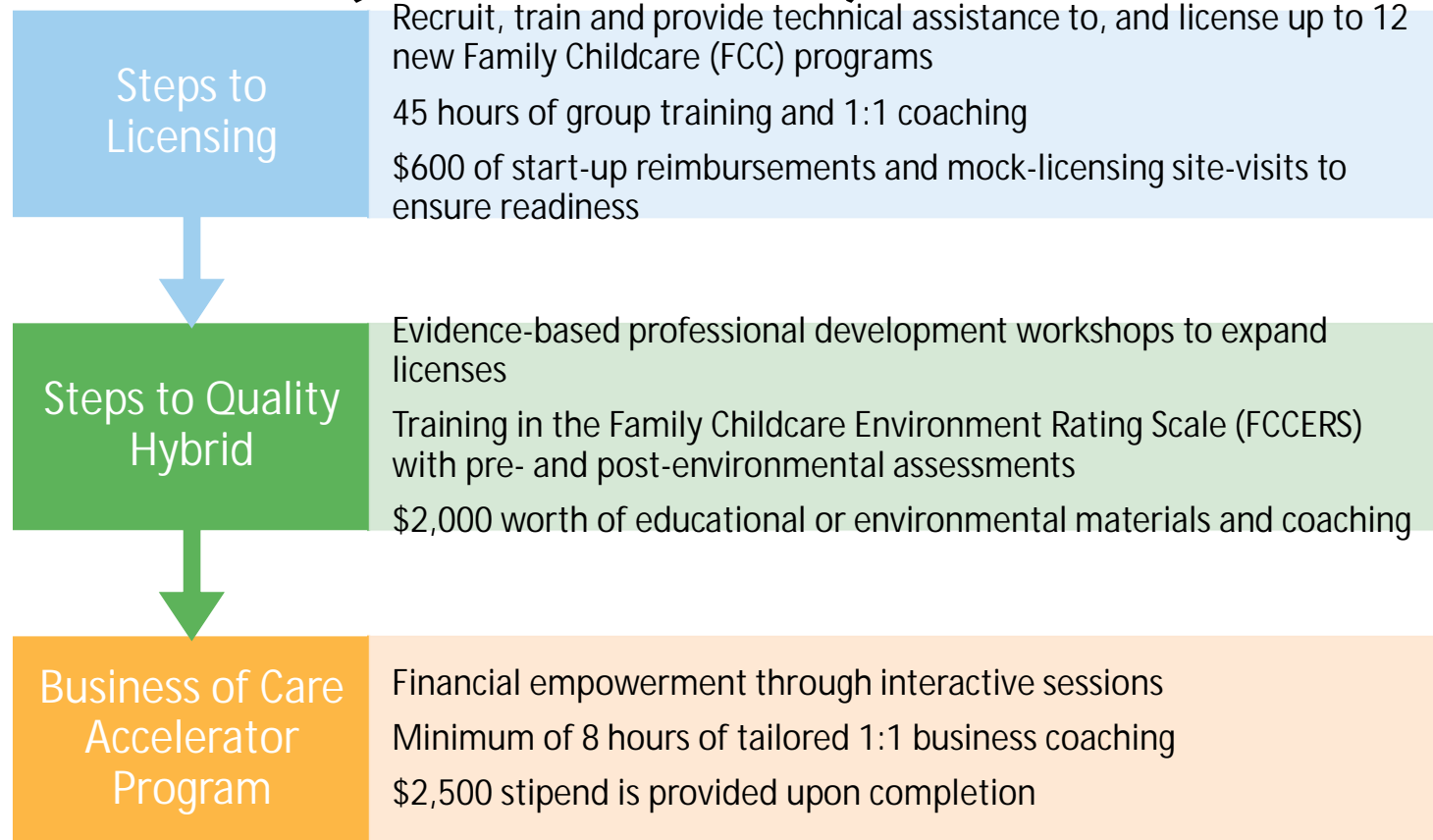
75% Employer-Sponsored Childcare Start-Up Grant:

- Incentivizing businesses to make investments into childcare benefits for their employees
- Support start-up costs for local employers expanding or launching childcare programs and facilities

25% Family & Caregiver Scholarship Fund:

- Narrow the cost-to-income gap from the current local average of 30%+ to 15%
- Average grant award is \$10,000/year per household
- Funded award based on income eligibility
- Fund 1-2 scholarships ~\$12,500

CRR & WEV Collab (100K & 50K)



Fiscal Impacts

- Mid-cycle Budget allocated \$250,000 in FY 2024-25 for childcare initiatives
 - CM Professional Services Account #101-10-1200-51200
- No additional appropriations required

Recommendations

- ▶ Approve the Fiscal Year 2024-2025 Childcare Initiative funding recommendations of the Human Services Standing Committee
 - SBF (\$50,000)
 - Fund 3 Childcare Provider Grants and supplement a 4th
 - United Way (\$50,000)
 - Fund 1 Employer-Sponsored Childcare Start-Up Grant and 1-2 Family & Caregiver Scholarships
 - CRR & WEV Collab (CRR \$100,000; WEV \$50,000)
 - Fund Cohort of ~12 new FCC for Steps to Licensing, Steps to Quality, & Business of Care programs

Questions?