



TO: Mayor and Councilmembers

FROM: Carmen Nichols, Deputy City Manager

CONTACT: Dana Grossi, Management Analyst

SUBJECT: Fiscal Year 2018-19 Funding Recommendations for Support to Other Agencies Line Item

RECOMMENDATION:

- A. Approve the Grant Funding Review Committee's Fiscal Year 2018-19 funding recommendations under the Support to Other Agencies line item in the City Council's Budget; and
- B. Approve the funding template and authorize the City Manager to execute funding agreements for each Agency with a specific scope of service and performance measures for Fiscal Year 2018-19.

BACKGROUND:

In the current FY 2018-19 budget the City Council appropriated \$500,000 in the Support to Other Agencies line item (Account No. 101-5-1100-223). The funding for services provided by Support to Other Agencies funding recipients is considered discretionary. The services provided by recipients help enhance the quality of life of Goleta community members, and represent services or programs the City is unable to provide due to the lack of expertise, staff, or other resources. In most cases these services and programs can be provided more efficiently and cost-effectively by the funding recipients.

On June 19, 2018 the City Council approved program guidelines for the "Support to Other Agencies" process and directed staff to move forward with a request for proposals limited to nonprofit/governmental agencies that had received funding for the FY 2017-18 year. Prior to the new guidelines, line item funding was appropriated during the City's budget development process. Funded agencies, and sometimes new requests were submitted to the City Council usually through a request for funding letter. This funding became a recurring appropriation as long as it was approved by the City Council. Once approved, staff prepared funding agreements for Council approval. A list of past line item funding allocations from FY 2010-11 through FY 2017-18 is provided as Attachment 1.

The request to research, review and provide program guidelines was directed by the City Council during budget workshops in 2017 to establish a process where other agencies (other than the ones in the recurring process) could have the opportunity to apply for funds, and to establish a review and evaluation process. The City Council requested a recommendation on a funding cap, as the history of line item funding (Attachment 1) shows that a significant increase of this type of funding has occurred over time.

Staff presented discussion items at the December 5, 2017, and January 18, 2018 City Council meetings. After discussion and input on January 18, 2018, City Council directed staff to meet with the Grant Funding Review Committee (Committee) for further analysis. City staff incorporated City Council input and met with the Committee on April 30, May 24, and May 31 for further review and guidance of the process and draft guidelines. The resulting Support to Other Agencies Guidelines (Guidelines) adopted by the City Council on June 19, 2018 included input and recommendations by the Committee.

City Staff initiated a Request for Proposal (RFP) for FY 2018-19 funding (Attachment 2). It was understood that the first-year process would be different than what is laid out in the Guidelines due to the delay of the process and funding consideration well into FY 18-19, and consequently the process was limited to agencies or services that had been funded the prior fiscal year. Typically funding of this nature should be considered with adoption of the City budget, prior to or soon after the new fiscal year, allowing agencies to have certainty of revenue projections for their budget process. In consideration of the fact that the agencies have not historically been not required to provide proposals and budgets with their requests, the RFP submittal requirements for FY 2018-19 were lenient and flexible and staff worked with the agencies to ensure they provided sufficient information for review by the Committee.

DISCUSSION:

Proposals were received by twelve agencies with a budget outline to demonstrate how the City's revenue and revenue from other sources would be utilized for the specific service, event, and/or activities. Funding requests were evaluated in consideration of the agency's overall available funds, service and public benefit to the community, and the priorities of the City Council.

The Committee held brief interviews with the agencies on August 6 and 9, 2018. Funding requests totaled approximately \$668,000, approximately \$71,000 more than what was awarded in FY 2017-18, and \$168,000 over the FY 2018-19 budgeted appropriation capped at \$500,000. A summary of the submittals and recommendations are included in Attachment 3.

I. Staff Evaluation Priority Group 1

Staff first evaluated and prioritized proposals that addressed imminent and critical needs of the community, or that addressed safety needs. Secondly, staff prioritized interagency relationships with Coalition for Sustainable Transportation (COAST), Goleta Unified School District, and Santa Barbara Unified School District. Staff recommended and the

Committee concurred to provide 100% of funding requests for the following agencies listed in Table 1:

Table 1. Agencies with Top Priority Recommendations

Agency	Type of Service	Staff Recommendation	Committee Recommendation
Home for Good, Santa Barbara County	Homeless-partner with restorative program	\$13,300	\$13,300
Salvation Army	Homeless- Transitional/ 2 Beds	\$18,700*	\$18,700*
Freedom Warming Centers	Homeless-Emergency sheltering	\$ 5,000	\$ 5,000
COAST	Bike/Pedestrian Safety; Measure A eligibility	\$ 6,000	\$ 6,000
Goleta Union School District (GUSD)	Crossing Guard Program- Student Safety	\$20,000	\$20,000
Santa Barbara Unified School District (SBUSD)	After School Program	\$13,000	\$13,000
Total Recommended:		\$76,000	\$76,000

*The recommended amount of \$19,110 was reduced by \$410, prorated for the amount of days in October that the beds will not be utilized. The reduction allows the recommendations to stay within the \$500,000 appropriated in the FY 2018-19 budget.

Other criteria considered by staff:

1. The City's funding of COAST leverages Santa Barbara County Measure A Safe Route to School (SR2S) grant funding and supports the contribution to "maintenance of effort" clause in Measure A funding; the City's contribution is part of the regional SR2S program in which all local municipalities on the south coast participate based on the number of schools in the jurisdiction (\$1,000 per school).
2. Home for Good, the Salvation Army, and the Goleta's Restorative Homeless Program (through the Santa Barbara Sheriff's Office) will work hand in hand to support a matrix of services for the homeless. Home for Good, which replaces the former Central Coast Collaborative on Homelessness (C3H) organization, can provide much needed support to the SB Sheriff Program staff in facilitating the needs of the homeless in Goleta by providing specific support including dedicated hours and transportation services to transitional housing at the Salvation Army or transport to other services. The Salvation Army provides two beds that are considered transitional housing. Once a recipient is identified, the Salvation Army staff will assist in coordinating other services for the recipient.

Recommendations of findings for City Council Consideration on Transfer, Reallocation of Programs

This process allowed for additional observations for City Council consideration of policy decisions, or revisions to the current guidelines:

1. Evaluate funding for homeless issues separately from this competitive process, in recognition that homelessness is a complex issue warranting a multifaceted approach and involving coordination among several organizations. A needs assessment or funding priority could be developed for preparation of a separate RFP process implemented specifically for homelessness prevention purposes. In order to stay within the overall allocated cap, funding limits can be set, and reduced from the Support to Other Agencies line item.
2. Evaluate smaller requests under the Support to Other Agencies process under the City Grant Program for FY 2019-20 (e.g. Freedom Warming Center - \$5,000-if suggestion 1 above is not approved).
3. Evaluate and consider longer term agreements for interagency funding. For example, since Measure A funding is leveraged by the City's contribution for the SF2S program, the City Council may decide on executing longer-term contract/MOU as long it is committed to continue applying for Measure A funding.

II. Staff Evaluation Priority Group 2

After assessing imminent and critical needs, City staff then prioritized programs and operations at Girsh Park and the Goleta Valley Community Center (GVCC). Girsh Park provides a multi-sport complex open to the community and hosts various recreation programs and events, providing essential community recreation services that the City is currently not able to provide directly. The GVCC Association operates senior programming at the Community Center, unique for its various activities and efforts in offering seniors social and overall health wellness. Annual membership fees are \$10.00 and other fundraising efforts support activities such as art classes, exercise and fitness classes, and other senior activities.

To arrive at a funding recommendation, City staff first reviewed agency program budgets, revenue generation efforts, and how City funds would be utilized to run the programs, then reduced any amounts that were not consistent with RFP criteria. Amounts for capital improvements (facility expansions) were also reduced from the requested amount. After reductions were made, staff then applied a smoothing factor of 83% of the remaining funds to stay within the \$500,000 overall cap (after Table 1 recommendations applied), or 5% more than Priority Group 3 recommendations.

Table 2. Agencies with Secondary Priority Recommendations

Agency	Type of Service	Staff Recommendation	Committee Recommendation
Girsh Park	Operational Funding for Park Maintenance	\$103,750	\$125,000
GV Community Center (GVCC)	Operations-Senior Program	\$ 21,165	\$ 25,000
Total Recommended:		\$124,915	\$150,000

The Committee agreed with the staff's reasoning for this prioritization and concluded that the Girsh Park's request should be funded at 100% of the request and recommended the same appropriation for GVCC as the prior year.

III. Staff Evaluation Priority Group 3

Staff found that while important and beneficial to the quality of life of Goletans, the remaining requests did not provide an imminent and critical need and were not prioritized before Priority Group 1 and 2, therefore were grouped together and compared similarly. As done with Priority Group 2, funds requested for facility expansions were reduced from the requests. A smoothing factor of 78.4% of remaining funds was then applied. The Committee's methodology differed and did not include a smoothing factor; rather it applied a qualitative approach and funded the agencies by considering other criteria and prioritizing the remaining for the type of services provided, funding need, and community impact.

Table 3. Recommendations for Other Agencies

Agency	Type of Service	Staff Recommendation	Committee Recommendation
Goleta Valley Historical Society (GVHS)	GVHS Operations	\$ 78,400	\$ 91,000
South Coast Railroad Museum (SCRR)	SCRR Operations	\$ 27,440	\$ 34,000
Fairview Gardens	Operations of Entrepreneurial Academy	\$ 62,720	\$ 45,000
Goleta Chamber of Commerce	Visitor Services Program	\$104,272	\$ 62,500
Goleta Old Town Community Association (GOTCA)	GOTCA Events; Discover Old Town Marketing & Promotion	\$ 26,225	\$ 41,500
Total Recommended:		\$299,057	\$274,000

Other criteria considered by staff:

1. Fairview Gardens submitted a \$20,000 request for rehabilitation of its historic farmhouse. Before applying a smoothing factor, this amount was reduced.
2. The South Coast Railroad Museum (SCRR) submitted a \$5,000 request for design of a future construction of a community room. However, there is uncertainty about whether SCRR will be able to raise the funds for the construction, leaving staff unsure if the project can realistically be completed. Before applying a smoothing factor, this amount was reduced.
3. For Goleta Old Town Community Association (GOTCA), City staff considered the numerous planned community events in Old Town for which City funds were requested and suggested that merchants could contribute to the smaller events, such as Candy Crawl (\$850) and Envisioning Event (\$1,475). Staff recommended funding for the larger events such as the Christmas Parade (\$12,525) and Taste

and Sounds of Old Town (\$8,000), due to the broader reach of community members and outside visitors that would attend and enjoy these events.

GOTCA had requested \$18,200 for marketing of Old Town; however, staff concluded that the marketing proposal presented one lump sum amount for several ideas that had not been fully vetted and it was not clear how city funds would be utilized. This could be a challenge in terms of creating performance measurements and determining how well the specific marketing approach succeeded. Staff's recommendation encouraged GOTCA to limit the marketing to a selected number, thereby focusing resources and efforts for a more productive result by not being "spread too thin". Larger events were considered for funding, and half of the marketing request was reduced before the smoothing factor was applied.

4. The Chamber of Commerce submitted a \$17,000 request for a contract with Civitas for efforts to form a Property Business Improvement District (PBID) in Old Town. A PBID is a self-imposed and self-governed *property tax assessment*, to fund certain district-wide activities and improvements, that augment—not replace—base level City services. Staff reduced this amount from the request, as research of funding for the PBID has not been fully considered and approved by the City Council. Completion of a Business Improvement District and Old Town Study is an objective in the City Council 2017-2019 Strategic Plan, and if directed by City Council, this item could be brought back separately. The Chamber has already put funds and effort into the formation of a PBID, using past City and Chamber contributions. This request was made for the final phase of the project. Funding currently exists in the General Fund (\$25,000 in 101-5-6400-500) for this item.

Recommendations of findings for City Council Consideration on Transfer, Reallocation of Programs

This process allowed for additional observations for City Council consideration of policy decisions, or revisions to the current guidelines:

1. Funding requests for events should be considered under the Goleta City Grant process which has a cap of \$5,000 per grant. Traditionally, the City Grant Program had been the program for event funding consideration, with the exception of FY 2017-18 when grants for the GVHS and GOTCA were transferred over to the Support to Other Agencies line item funding. This was intended to be one-time line item funding.

For FY 2018-19, the GVHS correctly submitted an application in the City Grant Program and was awarded grant funding to support two events. GOTCA submitted its application past the deadline for City Grants. To not penalize GOTCA because they had not applied timely in the City Grant process, the application was rolled over to the Support to Other Agencies process, with no expectation that events (even if considered "marketing") would be considered eligible under line item funding in future years.

2. The Chamber of Commerce's proposal of \$125,000 for Visitor Services marketing represents direct and indirect costs to provide local marketing and promotion of business activities and local events to encourage spending in Goleta. Other resources such as the funds from the Tourism Business Improvement District (TBID) will continue to fund destination services, which is targeted at marketing and drawing tourism into Goleta, through an agreement with Visit Santa Barbara, managed by the Chamber. The TBID agreement will be up for renewal next year.

The Chamber of Commerce shared its concern of possibly not being able to provide Visitor Services as effectively as in past years or at all, due to the large funding reduction recommended by the Committee. The Chamber provides economic development services for the City of Goleta, intended to draw and retain visitor interest and promote businesses members throughout out the City. As an option, the Chamber suggested staff consider recommending a separate funding process for this service.

The Committee recommends \$62,500, which is half of the proposal. The full impact to the Visitor Services is unknown but from a staff economic development perspective, the lack of City branding and marketing and promoting of local business, events and activities will have an impact to visitor education. City Council could consider a separate RFP process and spending level for economic development purposes.

IV. Recommendation and Impacts on Services/Programming

Once staff presented its recommendation, the Committee asked for feedback from the agencies for which lower funding was recommended about how their programs would be affected. Since staff's recommendation had not been released prior to the Committee meeting, those in attendance could only provide general feedback of probable impacts.

The Committee members then deliberated, and offered their independent funding level suggestions. With more deliberation, the Committee came to a consensus.

To allow agencies additional time to assess the potential impacts to proposed services, staff requested that they submit a response by September 5th. Responses received are included as attachments 4, 5, and 6. The GVHS and the Chamber of Commerce did not submit a response, as each reported that they would need to first bring the FY 2018-19 funding reductions to their respective boards for feedback. The GVCC and SCRR each indicated that the Committee's FY 2018-19 funding recommendations would not result in any impacts to the programs and services.

Funding Agreements

In the interest of time, staff is requesting City Council authorize the FY 2018-19 funding agreement template and authorize the City Manager to execute the agreement with each Agency for the amount approved by City Council. Each agreement is for a term of one year, includes the political and religious language as previously approved in the guidelines by City Council, and will include performance measures for each agency (Attachment 7,

Exhibit B). This action will allow the City Manager and designated staff to finalize the agreements and prepare payments avoiding further delay.

FISCAL IMPACTS:

The Grant Funding Review Committee's recommendation is \$500,000¹. The City Council appropriated \$500,000 for FY 2018-19, and no additional funds are necessary.

Support to Other Agencies FY 2018-19				
Account	Fund Type	Existing Allocations	Unfunded Amount	Total Appropriation
101-5-1100-223	General Fund	\$ 500,000	\$0	\$ 500,000
Total:				\$ 500,00

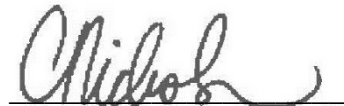
ALTERNATIVES:

The City Council may reject the Committee's recommendation and approve staff's recommendations for all or some of the agencies. Or, the Council may reject all or any of the Committee's and/or staff's funding recommendations and provide its own funding amounts. If the Council revises amounts and exceeds the \$500,000 appropriated amount, consideration should be given to a funding source that would cover the overage.


Reviewed By:

Legal Review By:

Approved By:



Carmen Nichols
Deputy City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Line Item Funding Allocations from FY 2010-11 through FY 2017-18
2. Support to Other Agencies – Request for Proposals
3. Support to Other Agencies – Requests/Recommendations
4. Agency Response to Funding Recommendations - Fairview Gardens
5. Agency Response to Funding Recommendations - Goleta Valley Community Center
6. Agency Response to Funding Recommendations - South Coast Railroad Museum
7. Support to Other Agency – FY 2018-19 Funding Agreement Template

¹ *The recommended amount for Salvation Army of \$19,110 was reduced by \$410, prorated for the amount of days in October that the beds will not be utilized. The reduction allows the recommendations to stay within the \$500,000 appropriated in the FY 2018-19 budget.

ATTACHMENT 1:

Line Item Funding Allocations from FY 2010-11 through FY 2017-18

Support to Other Agencies (Funding History)

Vendor Name/Description	FY 10/11 Adjusted Budget	FY 11/12 Adjusted Budget	FY 12/13 Adjusted Budget	FY 13/14 Adjusted Budget	FY 14/15 Adjusted Budget	FY 15/16 Actual	FY 16/17 Actual	FY 17/18 Adopted	FY 18/19 Proposed
SB Police Activities League (SBPAL)	\$ 13,000	\$ -	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SBUSD After School Program		\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	
C3H (United Way) Landlord Liaison Program						\$ 1,500	\$ 5,500	\$ 5,000	
C3H (United Way) Homelessness (Additional)								\$ 550	
Goleta Valley Chamber of Commerce (Visitor Service)	\$ 5,500			\$ 100,000	\$ 100,000	\$ 150,000	\$ 150,000	\$ 150,000	
COAST - Safe Route for Schools	\$ 2,860	\$ 4,000	\$ 4,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	
Center for Urban Ag. - Fairview Gardens (Organic Farm)						\$ 50,000	\$ 50,000	\$ 50,000	
Foundation for Girsh Park	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
Goleta Valley Cottage Hospital Foundation						\$ 10,000	\$ -	\$ -	
Goleta Valley Cottage Hospital Foundation (New)								4,000.00	
Goleta Valley Historical Society	\$ 3,000	\$ 3,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	
Goleta Valley Historical Society-Fiesta Ranch (New)								\$ 3,500	
Goleta Valley Historical Society-Music at Ranch (New)								\$ 3,500	
Goleta Valley Historical Society-Fiddlers Conv (New)								\$ 3,500	
Goleta Noontime Rotary Club (New)								\$ 1,500	
Goleta Old Town Community Assoc-Taste (New)								\$ 3,500	
Goleta Old Town Community Assoc-Concerts (New)								\$ 3,500	
Goleta Old Town Community Association (New)								\$ 25,000	
Goleta Valley Art Association-Art Festival (New)								\$ 1,000	
Ice in Paradise						\$ 75,000	\$ -	\$ -	
GVCC - Senior Program			\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	
Unitarian Society of SB - Warming Center	\$ 3,000	\$ 5,000	\$ 8,768	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
South Coast Railroad - Operational Costs		\$ 16,000				\$ -	\$ 13,300	25,000	
Community Action - South Coast Task Force	\$ 22,800	\$ 22,800	\$ 22,800			\$ 22,800	\$ 22,854	\$ 22,854	
Salvation Army (C3H-Reservation Beds) (New)								\$ 25,550	
Beacon						\$ 4,000	\$ -	\$ -	
Goleta Union School District - Crossing Guard						\$ 20,000	\$ 20,000.00	\$ 20,000	
Support to Other Agencies-Additional (Adjustment)								\$ 550	
Goleta Valley Beautiful (GVB)	\$ 4,500								
	<u>\$ 154,660</u>	<u>\$ 163,800</u>	<u>\$ 236,568</u>	<u>\$ 299,000</u>	<u>\$ 299,000</u>	<u>\$ 557,300</u>	<u>\$ 510,654</u>	<u>\$ 597,504</u>	<u>\$ 500,000</u>

ATTACHMENT 2:

Support to Other Agencies – Request for Proposals



REQUEST FOR PROPOSALS FOR

**SCOPE OF SERVICES FOR
SUPPORT TO OTHER AGENCIES-
LINE ITEM FUNDING**

June 21, 2018

Proposals due by July 12, 2018, 12:00 PM PST
(POSTMARKS WILL NOT BE ACCEPTED)

City of Goleta
Request for Proposals for SCOPE OF SERVICES FOR
SUPPORT TO OTHER AGENCIES- LINE ITEM FUNDING

INTRODUCTION

The City of Goleta is requesting proposals from nonprofit agencies and government agencies that provide operations, services, and/or programming for the City of Goleta community, and that were funded through the City of Goleta FY 2017/18 budget, Support to Other Agencies line item. The proposals for FY 2018/19 will identify operations, services, and/or programming the agency plans on providing in the amount requested in the letter already submitted by your agency for FY 2018/19 funding.

BACKGROUND

Through its budget line item funding approach, the City of Goleta City Council for many years, has funded and entered into single year or recurring agreements with various nonprofit agencies and government agencies that provide a wide range of services for the Goleta community that the City is not able to provide, or for which it is more efficient and cost effective for the agency to provide. The City's funding is intended to augment the agency's operations, services, and/or programming budget, but is not expected to fund fully any one operation, service, or program.

On June 19, 2018 the City Council approved the Support to Other Agencies Guidelines (Guidelines) that will be implemented FY 2019/20. The Guidelines will be implemented in an expedited manner for the upcoming year, and funding will be limited to agencies that received funding in FY 2017/18.

The Guidelines require that a request supports a City Council Strategic Goal, as listed in the City's two-year 2017-2019 Strategic Plan, and that it supports at least one of these key factors:

1. The agency provides a unique service that cannot be provided by another nonprofit at the same service level, and/or;
2. Has a unique relationship within the community to provide a service that cannot be provided by another nonprofit at the same service level, and/or;
3. Has a relationship with a governmental agency, or is a collaboration between multi-governmental and/or organizations to address a local or regional community need.

Agencies (and affiliates) receiving funding under these Guidelines may not endorse, fundraise, campaign or otherwise support or oppose a candidate for a City of Goleta elected office. The Guidelines also prohibit funds being used for religious purposes. A religious nonprofit organization is eligible to apply, but the funds must be used for a community purpose, and not one based on religion (such as funding a religious activity, service, and/or program).

PURPOSE OF THE REQUEST

The City is requesting that agencies provide additional detailed information in the scope of services for the operation, service, and/or programming it intends to provide. The scope of services should list (separate out) individual services, programs, functions, and/or operations and the estimated cost(s) and the amount of City award funds that will be used for that operation/service/program. The scope of services should include data detailing how many community members it serves and/or what program goals are met. The scope of services should also explain which City Strategic Goal is supported, and how it meets the key factor(s) listed in the Guidelines.

SCOPE OF SERVICES

The information being sought by the City will require the agency to provide a scope of service (and requested attachments) that identifies the following information:

List the programs, services, and/or operations individually where city funds are disbursed. For example, if requesting City funds for more than one program/service/operation, provide a brief summary of each, and for each include the following components:

1. Please review the attached 2017-2019 City Council Strategic Plan. Please identify the Goal and accompanying Objective the request fulfills and explain.
2. Attach your organization's Mission Statement. How does the program/service/operation for which you are seeking funding fit the mission of the organization?
3. Describe the proposed program/service/operation, how it will operate (days, hours, eligibility, etc.), how it will be monitored and managed, and the people you intend to serve (target population).
4. Provide an estimate for the number of Goleta community members/residents the program/service/operation will serve.
5. Will the City's funding leverage other resources, such as supporting joint partnerships, matching funds, or cost sharing, or serve to catalyze other initiatives? If yes, please explain.
6. Are the requested funds necessary or vital to carrying out the program/service/operation? If yes, please explain.
7. Please explain if ongoing funds are needed, or if this is a one-year request (e.g. a pilot program, capital expense, purchase).

List total revenue and expenses for **each** program/service/operation that you are seeking City funding for, according to the sources and time periods listed below. Duplicate this form as necessary. Note: This budget form must be completed for **each** separate program/service/operation you are requesting City funding for.

REVENUE SOURCES	Current Year 7/1/17-6/30/18	Requested 7/1/18-6/30/19
City of Goleta CDBG Funds		
Goleta City Grant Funds		
County Funds		
School District Funds		
State Funds		
Federal Funds		
Foundations/Trusts		
Donations		
United Way		
Special Fundraising Events		
Client Fees (Incl. 3rd Party)		
Other _____		
TOTAL PROGRAM REVENUE	\$	\$
EXPENSES	Current Year 7/1/17-6/30/18	Proposed Year 7/1/18-6/30/19
Salaries, Benefit, Payroll Taxes		
Consultants and Contracts		
Facility, Utilities, Maintenance		
Supplies		
Marketing (Printing, Advertising)		
Travel, Mileage, Training		
Equipment Rental/Maintenance		
Insurance		
Other _____		
TOTAL PROGRAM EXPENSES	\$	\$
NET EXCESS/DEFICIT	\$	\$

DELIVERABLES

1. Provide the information requested in narrative, or table format, ensuring that responses are provided for each individual program/service/operation, should funding be used in more than one area.
2. Attach your Mission Statement.
3. Suggested, but not required: Attach a past annual performance report, accountability report, program flyer/advertisement/poster (not required).

PROJECT SCHEDULE

This project is a priority for the City. Below is a desired schedule for initiating this project; however, dates may be subject to change and adjusted as necessary.

Proposals Submittal Deadline	July 12, 2018, 12:00 PM PST
City Staff Evaluation of Proposals	July 16-31
Committee Review of Recommendation	August 1-10, 2018
Presentation to City Council	December August 21, 2018

SELECTION CRITERIA

The successful applicants must demonstrate meeting the factors described in the Guidelines. Funding recommendations will also be evaluated in consideration of the agency's overall available funds, service and public benefit to the community, and the priorities of the City Council, as detailed in the 2017-2019 Strategic Plan, or as otherwise directed by the City Council over time. Proposers should keep in mind that City Council priorities can shift or change year-to-year as elections occur or in response to the changing needs of the Goleta community

Other criteria include:

- Completeness of response to the RFP.
- Experience with similar program/service/projects (past success).
- The extent to which the funds will be utilized for the Goleta community.
- The amount appropriated is reasonable for the program/service/project.
- Is the City's funding for critical to the success of the program/service/project, taking into consideration the agency's other sources of funding.

General Information

1. The City reserves the right to cancel or reissue the RFP or extend the timeline at any time.
2. The City reserves the right to reject any and all proposals. The City may

accept any proposal if such action is determined to be in the best interest of the City at the sole and exclusive discretion of the City Council.

3. The City is not liable for any costs incurred by the proposer prior to issuance of a written notice to proceed to the successful agency.
4. The project team is subject to the approval of the City of Goleta. The City will have the right to review and approve any changes in the project team.

Questions During Proposal Period

All questions should be directed in writing to Carmen Nichols, Deputy City Manager cnichols@cityofgoleta.org.

DEADLINE FOR PROPOSAL SUBMITTALS

Submittals are due by July 12, 2018, 12:00 PM PST.

One (1) original printed proposal must be submitted and labeled as "SUPPORT TO OTHER AGENCIES". Proposals can be hand delivered to the City Hall to:

Dana Grossi, Management Analyst
Attn: SUPPORT TO OTHER AGENCIES
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

Proposals not received by the due date and time requested in the Project Schedule herein may be rejected without consideration.

NOTE: FAXED, E-MAILED, LATE OR "BY-POSTMARK DATE" PROPOSALS WILL NOT BE ACCEPTED.

ATTACHMENT 3:

Support to Other Agencies – Requests/Recommendations

Agency	Program Name/ Use of Funds	FY 2017/18 Funding Rec'd	FY 2018/19 Funding Requested	Staff Recomm.	Committee Recomm.	Staff recommendations/ notes
Home for Good, Santa Barbara County	<i>*Home for Good Operations (\$5,500) *Half-Time AmeriCorps member \$5,800)*2,000 for mileage reimbursement (transportation of homeless individuals)-partner w/ RESTORATIVE PROGRAM</i>	\$ 5,550	\$ 13,300	\$ 13,300	\$ 13,300	Fund in 18/19; seek City Council input on homeless solutions moving forward and remove from Support competitive process.
Salvation Army	<i>2 beds reserved for Goleta homeless individuals. Transitional housing. Partner with RESTORATIVE PROGRAM.</i>	\$ 25,550	\$ 25,550	\$ 19,110	\$ 19,110	Fund in 18/19; seek City Council input on homeless solutions moving forward and remove from Support competitive process.
Freedom Warming Centers	<i>Emergency shelter for homeless during extreme climate conditions.</i>	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	Fund in 18/19; refer to City Grant Program in future years
COAST	<i>Safe Routes to School</i>	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	Fund in 18/19 and consider a multi-year MOU in future years; the city's contribution is required for the region to receive County Measure A Safe Routes to School funds.
Goleta Union School District	<i>Crossing Guard Program</i>	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	Fund in 18/19 and consider a multi-year MOU in future years.
Santa Barbara Unified School District	<i>Junior High After School Sports Program</i>	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	Fund in 18/19 and consider a multi-year MOU in future years; OR fund in 18/19 and refer to City Grant Program in future years.
Girsh Park	<i>Operational Funding for Park Maintenance</i>	\$ 100,000	\$ 125,000	\$ 103,750	\$ 125,000	Staff recommendation to fund at 83% of 18/19 funding request, to stay within \$500,000 cap. Consideration of multi-sport complex open to the public, recognized for a facility open to the public that the city cannot provide.
Goleta Valley Community Center	<i>Senior Program</i>	\$ 25,000	\$ 40,000	\$ 21,165	\$ 25,000	Staff recommendation to fund at 83% of \$25,500 due to in-kind expense. Through an existing lease and management agreement, the GVCC is responsible for maintenance and repair of the improvements on the premises.
Goleta Valley Historical Society	<i>GVHS Operations</i>	\$ 110,500	\$ 100,000	\$ 78,400	\$ 91,000	Staff recommendation to fund at 78% of 18/19 funding request. Through an existing lease and management agreement, the GVHS is responsible for maintenance of the interior of Stow House as well as the interior and exterior of all accessory buildings on the premises.
South Coast Railroad Museum	<i>*Operations (\$35,000) *Community Education Room Design (\$5,000)</i>	\$ 25,000	\$ 40,000	\$ 27,440	\$ 34,000	Staff recommendation to fund at 78% of 18/19 funding request, less \$5,000 for design of the community education room. There is no guarantee of future funding commitment, either from the city or the Railroad Museum, to see the capital improvement project through.
Fairview Gardens	<i>*Farm to School Program + Food System Entrepreneurial Academy (\$80,000) *Renovation of Historic Farm House (\$20,000)</i>	\$ 50,000	\$ 100,000	\$ 62,720	\$ 45,000	Staff recommendation to fund at 78% of 18/19 funding request, less \$20,000 for historic farm house renovation. Fairview Gardens is not a city-owned facility and the level of imminent need is low. Staff suggests agency seeks funding from school district.
Goleta Chamber of Commerce	<i>*Visitor Services Program (\$125,000) *Old Town Initiatives including PBID effort (\$25,000)</i>	\$ 150,000	\$ 150,000	\$ 104,272	\$ 62,500	Staff recommendation to fund at 78% of 18/19 funding request, less \$17,000 for PBID effort in Old Town. The PBID effort needs discussion from the full City Council.
Goleta Old Town Community Association	<i>*Goleta Old Town Community Events (\$32,650) *Discover Old Town Marketing & Promotion (\$18,200)</i>	\$ 32,000	\$ 50,850	\$ 26,225	\$ 41,500	Staff recommendation to fund at 78% of 18/19 funding request. Prioritized larger events. As to marketing request, the listed ideas, budgets, and projects are not fully vetted.

Totals: \$ 567,600 \$ 688,700 \$ 500,382 \$ 500,410

Amount Over Budget Allocation/Adjustment: \$ (410.00)
Total Recommendation/GF Appropriation: \$ 500,000

(Amount adusted/reduced from Salvation Army. Actual recommended amount including proration deduction is \$18,700)

**SUPPORT TO OTHER AGENCIES
FY 2018-19
FUNDING REQUESTS**

Attachment 1

		RFP Submission	Committee Funding
Category 1-Facility Operations	Status Quo-17/18	Amount	Recommendation 18/19
Fairview Gardens	50,000	100,000	0
Girsh Park	100,000	125,000	0
Goleta Valley Historical Society	110,500	100,000	0
South Coast Railroad Museum	25,000	40,000	0
Total Facility Operations	\$285,500	\$365,000	
Category 2-Govt Agencies/Collaborations			
COAST - Safe Route for Schools	6,000	6,000	0
CAC - South Coast Task Force	22,854	0	
GUSD - Crossing Guard	20,000	20,000	0
Home for Good (former C3H)	5,550	13,300	0
SBUUSD After School Sports Program	13,000	13,000	0
Total Agencies/Collaborations	\$67,404	\$52,300	
Category 3-Services/Programs			
Goleta Valley Chamber of Commerce	150,000	150,000	0
Freedom Warming Centers	5,000	5,000	0
Salvation Army	25,550	25,550	0
GVCC -Senior Program	25,000	40,000	0
Goleta Old Town Community Association	32,000	50,850	0
Other/One Time	7,050	0	0
Total Service/Programs	\$244,600	\$271,400	
	\$597,504	\$688,700	
*FY 18-19 Appropriated GF Amount		(\$188,700)	
\$500,000			

ATTACHMENT 4:

Agency Response to Funding Recommendations - Fairview Gardens

Fairview Gardens

Educational Programs, Allocation of Funds

Funding from the City of Goleta has a tremendous impact on our community educational farm. Our FY 2018-19 request is in support of enriching our current educational programs, expanding our capacity to host more young students on the farm, and improvement of our beginning farmer training program, in partnership with our local "Farming for Life" vegetable prescription program for the treatment of Type II Diabetes with Sansum Diabetes Research Center (please see attached promotional video for more information). Given the reduced offer of support this year, we have adjusted the program enhancements that can be achieved, described below.

Educational program enrichment (Budget \$5000)

Our Fall and Winter educational programs will be enhanced with local wildlife demonstrations contracted through local rescue and rehabilitation organizations. We are inviting SB Wildlife Care Network and Eyes in the Sky (raptor center) to bring their animals to the farm and provide wildlife lessons to children in our After School and Homeschool educational programs (Budget \$500).

Events on the farm will also reach more students and families in the community to get them trying new vegetables, learning about seasonality, and embracing fun activities to do in the natural environment. We are designing a mini tomato festival for kids and families complete with variety tastings, trellising demo, and small Tomatina festival replicating the fun celebration in Spain (Budget \$2000).

Fairview Gardens will also be the host site for an Edible Education symposium featuring schools, students, and a few of our partner education organizations such as Explore Ecology. Ideas include student sustainability projects, educator series, school garden education, and farm to school programs (Budget \$2500).

Farm to School (Budget \$20,000)

The Farm to School pilot program at Fairview Gardens was a great success this year! We brought students of all ages to get hands-on experience growing vegetables. We would like to improve this program, by hiring two part-time educators to support to care for the plants and fields in preparation of the student activities (Budget \$6,000). Our Director of Children's Programs will allot 20% FTE to coordination and development of the program (Budget \$8,000). Additional costs include seeds, transplants, supplies, irrigation, and other miscellaneous needs as they arise (Budget \$3,000). Some funds will be reserved for grant writing assistance to apply for the USDA Farm to School planning grant (Budget \$3000). A planning grant will allow us to invite in potential partners such as the Goleta Library, Goleta School District, Explore Ecology, school gardeners, and educators to develop our ideal educational program in order to apply for the larger USDA Farm to School Program funding to benefit all of our organizations.

Food System Entrepreneurial Academy (Budget \$20,000)

Fairview Gardens trains beginning farmers and we recognize that farming skills aren't enough, students need actual business plans, finance and legal information and an introduction into the realities of farming as a career path. Funds from the City of Goleta will be used to support seeds, transplants, irrigation, and supplies for the program (Budget \$5,000). Our new farm educator position will devote 25% FTE for education and coordination of beginning farmers in the program (Budget \$10,000). Produce resulting from our training program will be donated to our Farming for Life partnership (Budget \$5,000).

A major challenge resulting from receiving less funding than FY 2017-18 is our ability to pay staff members. Because very little overhead cost is being covered by the City of Goleta funding, our Executive Director and Director of Children's Programs need to devote a larger percentage of time to seeking additional funding sources to appropriately pay Children's Program staff members, farm workers, the Executive Director, and the remaining salary balance for the Director of Children's Programs and Farm Educator. The Support to Other Agencies Funding committee originally recommended \$62,750 for the increase in our program sizes, additional educational enrichment programs, and community events. This deficit is approximately \$18,000 we will need to seek in addition to the planned \$35,000 in grants, \$25,000 in donations, and \$35,000 from special fundraising events.

ATTACHMENT 5:

Agency Response to Funding Recommendations - Goleta Valley Community Center



August 31, 2018

Ms. Dana Grossi, Management Analyst
City of Goleta
130 Cremona Drive
Goleta, CA 93117

Dear Ms. Grossi:

Goleta Valley Community Center is pleased to know the review committee has recommended that the City continue funding our Senior Program at the same level as last year.

We do not anticipate any reduction in services or programming for our seniors. We are optimistic that we will be able to continue to move forward with our program enhancement and expansion efforts by seeking additional grant funding.

GVCC is grateful for the \$25,000 funding recommendation.

Respectfully,

Charlie Johnson
Acting General Manager

ATTACHMENT 6:

Agency Response to Funding Recommendations - South Coast Railroad Museum

From: Steve Wagner
To: [Dana Grossi](#)
Subject: Re: 2018-19 Committee Funding Recommendation
Date: Friday, August 31, 2018 4:49:36 PM
Attachments: [image001.png](#)
[image001.png](#)

Dana,

As we briefly discussed earlier today, the South Coast Railroad Museum greatly appreciates the Grant Committee's recommendation to provide \$34,000 in operational funding for FY2018-19. This funding will enable us to continue to maintain the existing service levels that the community has been grown accustomed to. This means that we will be able to keep the museum and depot open to the public every Friday, Saturday and Sunday from 1pm to 4pm. While the Committee did not approved any funding for the Community Education Room, we are committed to moving the project forward and will search out other funding opportunities. The difference between what we asked for (\$35,000) in operational funding and what the Grant Committee is recommending will not materially effect our service levels. Please let me know if you need any additional information from us for the upcoming Council meeting or if this response should be submitted on our letterhead.

Thanks again!

Steve Wagner
 SCRM President

On Fri, Aug 31, 2018 at 10:09 AM Dana Grossi <dgrossi@cityofgoleta.org> wrote:

Hi Steve,

Thank you for attending yesterday's Grant Funding Review Committee, and for your patience throughout the process. As you know, the committee is recommending a 2018-19 funding award of \$34,000 for the South Coast Railroad Museum operations. Carmen is planning to take these recommendations to the City Council on September 18th. To inform her report, could you please provide a short summary of what services you would reasonably be able to provide with this funding, and any impacts to your organization that you may be anticipating. We will incorporate this detail into the report to City Council.

There is a tight turnaround to prepare for the meeting, so we are asking that you please send your response by next Wednesday (9/5). Also, please feel free to call or email Carmen or myself with any questions.

Enjoy the weekend!

Dana Grossi

Management Analyst

City Manager's Office

(805) 562-5507



ATTACHMENT 7:

Support to Other Agency – FY 2018-19 Funding Agreement Template

**AN AGREEMENT FOR GRANT FUNDS
BETWEEN THE CITY OF GOLETA
AND
[ORGANIZATION NAME]**

THIS AGREEMENT FOR GRANT FUNDS ("Agreement"), made and entered into this _____ day of October, 2018, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and the **[ORGANIZATION NAME]**, a California non-profit corporation (herein referred to as "Grantee").

WHEREAS, Grantee is a non-profit organization supporting **[IDENTIFY TARGET AUDIENCE]**; 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 2nd day of October, 2018, 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:

[DESCRIPTION OF PROGRAM, SERVICES]

Grantee shall provide the following deliverables to the City by June 30, 2019:

(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 program report to the City in accordance with the template attached as Exhibit A.

(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 [AMOUNT].

(b) **Payment Schedule.** City shall fund Grantee with grant funds no later than November 30, 2018.

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 [Month] [Day], 2018 and continue until June 30, 2019.

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 Carmen Nichols, Deputy 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

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

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. Consultant 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. Consultant 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 Consultant 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. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant 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 Consultant 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: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO GRANTEE: [CONTACT NAME, TITLE]
[ORGANIZATION NAME]
[ADDRESS]
[PHONE]
[EMAIL]

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

Michelle Greene, City Manager

Name
Title

ATTEST

Deborah Lopez, City Clerk

Name
Title

APPROVED TO FORM

Winnie Cai, Deputy City Attorney

EXHIBIT A

End of Year Report

JULY 1, 2018 – JUNE 30, 2019

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.