



**Agenda Item C.1**  
**DISCUSSION/ACTION ITEM**  
**Meeting Date: August 20, 2019**

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**TO:** Mayor and Councilmembers

**FROM:** Vyto Adomaitis, Neighborhood Services and Public Safety Director

**CONTACT:** Dana Grossi, Management Analyst

**SUBJECT:** Fiscal Year 2019-2020 Support to Other Agencies Funding Recommendations

**RECOMMENDATION:**

- A. Approve the Grant Funding Review Committee's Fiscal Year 2019-2020 funding recommendations under the Support to Other Agencies Program; and
- B. Authorize an additional appropriation of \$47,949 from the General Fund Unassigned Fund Balance to Neighborhood Services and Public Safety and a re-allocation of \$1,000 in budgeted grant program funds from Neighborhood Services and Public Safety to Public Works for Fiscal Year 2019-2020; and
- C. Approve the one-year and two-year grant agreement templates and authorize the City Manager to execute agreements with each agency at the Council approved levels.

**BACKGROUND:**

At the March 4, 2019 workshop, the City Council directed staff to issue Requests for Proposals (RFPs) for services in two areas: Economic Development/ Marketing and Promotions and Homelessness Initiatives. On June 4, 2019, staff shared drafts of both RFPs with the City Council and at that time, Council provided feedback for revisions to the drafts. Since that time, staff incorporated Council's feedback into the RFPs and subsequently released the advertisements on June 7, 2019. Submittals were due on July 8, 2019.

Funding awards that result from these RFPs will be for programs, services, and activities conducted during the current 2019-2020 Fiscal Year (FY). Funding is allocated from the City's General Fund and provided through the Support to Other Agencies Program. This Program awards this funding in the form of grants to nonprofit organizations in four program categories: 1) Government/ Interagency; 2) City Facilities/ Recreation; 3) Economic Development/ Marketing and Promotions; and 4) Homelessness Initiatives. The third and fourth categories (Economic Development/

Marketing and Promotions and Homelessness Initiatives) were subject to the competitive RFP process, as described above. In contrast, the first and second categories (Government/ Interagency and City Facilities/ Recreation) include organizations that the City Council has opted to noncompetitively dedicate funding to; multi-year agreements will be executed with these agencies, as further described in this report.

## DISCUSSION:

The City budgeted \$562,910 for FY 2019-20 for grant awards to organizations under the Support to Other Agencies Program. This budgeted amount represents the total amount awarded to agencies during FY 2018-19. However, the City Council has discretion to adjust the total available allocation.

The City's Grant Funding Review Standing Committee (Committee) met on July 17, 2019 and August 1, 2019, to review funding requests from agencies in all four program categories. Altogether requests totaled \$1,077,923, almost double the City's budget of \$562,910. For the Economic Development/ Marketing and Promotions RFP, eight submittals were received totaling \$503,064 in funding requests. For the Homelessness Initiatives RFP, six submittals were received totaling \$191,859 in requests. In addition, several agencies that fall into the noncompetitive categories (Government/ Interagency and City Facilities/ Recreation) requested funding above what they received during the previous fiscal year. These organizations include the Coalition for Sustainable Transportation (COAST), the Goleta Union School District (GUSD), the Goleta Valley Historical Society (GVHS), and the South Coast Railroad Museum (SCRM).

The following table (Table 1) summarizes the Committee's final funding recommendations (second to right column), compared to the City's budgeted funds and the organizations' requested funds.

Table 1: 2019-2020 Support to Other Agencies Funding Recommendations

Organization	FY 2018-19 Budgeted Funding	FY 2019-20 Requested Funding	FY 2019-20 Committee Recommendations	Competitive vs. Noncompetitive
Coalition for Sustainable Transportation	\$6,000	\$10,000	\$7,000	Noncompetitive
Goleta Union School District	\$20,000	\$25,000	\$20,000	Noncompetitive
Santa Barbara Unified School District	\$13,000	\$13,000	\$13,000	Noncompetitive
Foundation for Girsh Park	\$125,000	\$125,000	\$125,000	Noncompetitive
Goleta Valley Community Center	\$25,000	\$25,000	\$25,000	Noncompetitive
Goleta Valley Historical Society	\$91,000	\$100,000	\$91,000	Noncompetitive

South Coast Railroad Museum	\$34,000	\$40,000	\$34,000	Noncompetitive
Fairview Gardens	\$45,000	\$45,000	\$45,000	Noncompetitive
Chamber of Commerce	\$125,000	\$150,000	\$115,000	Competitive – Economic Dev. RFP
Children's Resource and Referral of Santa Barbara County	N/A	\$30,000	\$12,000	Competitive – Economic Dev. RFP
EqualiTech	N/A	\$35,000	\$10,000	Competitive – Economic Dev. RFP
Goleta Old Town Christmas Parade	N/A	\$23,000	\$10,000	Competitive – Economic Dev. RFP
Goleta Old Town Community Association	\$41,500	\$112,587	\$14,250	Competitive – Economic Dev. RFP
Habitat for Humanity	N/A	\$5,000	\$0	Competitive – Economic Dev. RFP
Isla Vista Youth Projects	N/A	\$20,000	\$0	Competitive – Economic Dev. RFP
Goleta Valley Community Center	NA	\$127,477	\$4,250	Competitive – Economic Dev. RFP
United Way of Northern Santa Barbara County	\$13,300	\$19,500	\$7,400	Competitive – Homelessness RFP
New Beginnings Counseling Center	N/A	\$64,000	\$7,400	Competitive – Homelessness RFP
People Assisting the Homeless	N/A	\$48,359	\$0	Competitive – Homelessness RFP
People's Self-Help Housing	N/A	\$25,000	\$7,400	Competitive – Homelessness RFP
Showers of Blessing	N/A	\$15,000	\$7,400	Competitive – Homelessness RFP
Transition House	N/A	\$20,000	\$7,400	Competitive – Homelessness RFP
Salvation Army	\$19,110*	N/A	N/A	N/A
Freedom Warming Centers	\$5,000	N/A	N/A	N/A
<b>TOTALS</b>	<b>\$562,910</b>	<b>\$1,077,923</b>	<b>\$562,500</b>	

\*The actual award amount was \$18,700, and not \$19,110. The award was reduced by \$410 due to proration and timing of award. The \$19,110 reflects the original budgeted amount in FY 18/19.

The following Table 2 shows the Committee's recommendations broken out into the four program categories.

Table 2: 2019-2020 Support to Other Agencies Funding Recommendations by Program Category

<b>Program Category</b>	<b>Total Budgeted (FY 19/20)</b>	<b>Total Requested (FY 19/20)</b>	<b>Total Recommended (FY 19/20)</b>
Government/ Interagency	\$39,000	\$48,000	\$40,000
City Facilities/ Recreation	\$320,000	\$335,000	\$320,000
Economic Development/ Marketing and Promotions	\$166,500	\$503,064	\$165,500
Homelessness Initiatives	\$37,410	\$191,859	\$37,000
<b>TOTALS</b>	<b>\$562,910</b>	<b>\$1,077,923</b>	<b>\$562,500</b>

*People Assisting the Homeless (PATH)*

There were only three organizations not recommended to receive an award. However, the Committee is recommending that one of those organizations, People Assisting the Homeless (PATH), be funded noncompetitively through a two-year agreement outside of this Program. PATH operates a 100-bed homeless shelter and interim housing program in the City of Santa Barbara, and their proposal submitted under the Homelessness Initiatives RFP consists of the provision of two beds dedicated to individuals experiencing homelessness in the City of Goleta, including supportive case management services. The total cost for these services is not to exceed \$48,359 annually.

This contract would essentially replace the one the City previously had with the Salvation Army for the provision of two beds with case management for homeless persons from Goleta. It is important to note that these were services the City sought out, and the Salvation Army contract was originally not funded through the Support to Other Agencies process. The Salvation Army agreements totaled \$25,550 in FY 17/18 and \$18,700 in FY 18/19 (partial year funded). Although costs for Salvation Army's services were lower than the cost for PATH's services, the Salvation Army charged the City whether the beds were occupied or not. PATH will only charge the City for nights the beds are occupied. Finally, the advantage of contracting with PATH is that the organization has a much lower threshold for acceptance of clients and a greater tolerance for client problems such as substance abuse and mental health issues. Because the Salvation Army places many requirements and barriers on acceptance and retention of a homeless client, the beds the City previously contracted for often went unused.

While the Committee recommended funding PATH given a desire to provide shelter and services for homeless persons from Goleta, the Committee did not indicate a specific amount. Staff recommends that Council approve funding for PATH at a not-to-exceed amount of \$48,359. As an alternative, the City Council could consider funding PATH at \$24,180 for one bed rather than two beds. As noted above, PATH charges the City based on use, and so these costs represent the "not to exceed" ceiling assuming the beds are always occupied. If the City Council chooses to fund PATH, an additional budget allocation from the General Fund will be necessary.

#### *Goleta Old Town Christmas Parade*

Two organizations applied for City funding for the upcoming Goleta Old Town Christmas Parade: the Goleta Old Town Community Association (GOTCA) and a group called the Goleta Old Town Christmas Parade. On July 17, the Committee made a preliminary recommendation to award \$10,000 in funding to the Goleta Old Town Christmas Parade (latter group), which represents a core group of community members who planned the City's parades in past years. However, at the time of their application submittal, this organization did not have nonprofit status; nonprofit status is required to receive City funding under the Support to Other Agencies Program. As a result, at the August 1 Committee meeting, the Committee recommended \$10,000 in City funding for the Old Town Christmas Parade event, but did *not* specify which organization should serve as the recipient of the funds. As of the date of this report's publishing, the Old Town Christmas Parade group's nonprofit status was still pending. Therefore, staff recommend that the \$10,000 funding award be placed on hold. A future report will be brought to Council for approval of the funding award to a specific organization.

#### *Grant Agreement Template*

Upon Council's approval of funding awards to each of the organizations, staff will proceed with two-year grant agreements for the organizations in the noncompetitive pools, and one-year agreements for the organizations in the competitive pools. Attachment 4 contains the agreement templates (one-year and two-year versions). Staff are recommending that Council approve the agreement templates and authorize the City Manager to execute the individual funding agreements. Each agreement will contain a tailored description of services (Exhibit A), planned expenditures (Exhibit B), and an End of Year Report (Exhibit C) that all organizations are required to complete.

#### *Grant Accountability*

Under each grant agreement, the City reserves the right to audit the grantee's records and requires the grantee to maintain related financial records for at least two years. As of FY 2018-19, each grantee is required to complete a Year End Report describing program accomplishments and any significant deviation from the goals and objectives or budget that the grantee initially submitted. With the current FY 2019-20 grant cycle, grant agreements will include additional requirements for financial self-reporting.

For the next grant cycle, staff is in the process of contacting other granting agencies to determine best practices for grant reporting and auditing requirements at different levels of funding. Staff plan to present recommendations to the Grant Funding Review Committee and the City Council before the end of the year, and in time for the next round of grant applications for FY 2020-21.

#### **FISCAL IMPACTS:**

The Committee's recommendations for funding to organizations in the competitive categories are for FY 2019-2020, whereas the recommendations pertaining to organizations in the noncompetitive categories will be for a two-year period, and thus funding will be committed from both FY 2019-2020 and FY 2020-2021 budgets. If the

City Council approves the Committee's recommendations, including \$48,359 in funding for PATH, then an appropriation from the General Fund will be necessary.

The table below summarizes the FY 2019-20 budget allocations by account for the Support to Other Agencies Program, including the additional funding recommendation for PATH:

FY 2019-20 Adopted Budget for Support to Other Agencies Program					
Program Category	Account	FY 19/20 Budget	Committee Recommendation	Additional Recommendation	Projected Balance
Government/ Interagency	101-5-5100-223	\$6,000	\$7,000		(\$1,000)
Homelessness Initiatives	101-5-6100-223	\$37,410	\$37,000	\$48,359	(\$47,949)
Government/ Interagency	101-5-6100-223	\$33,000	\$33,000		\$0
Econ Dev/ Marketing and Promotions	101-5-6400-223	\$166,500	\$165,500		\$1,000
City Facilities/ Recreation	101-5-6500-223	\$320,000	\$320,000		\$0
	<b>TOTAL</b>	<b>\$562,910</b>	<b>\$562,500</b>	<b>\$48,359</b>	<b>(\$47,949)</b>

The FY 2019-20 Adopted Budget included a total allocation of \$562,910. The committee's recommendation of \$562,500 plus the additional requested \$48,359 for PATH will result in an additional appropriation of \$47,949 needed to support total recommendations. Approximately \$3.4 million is available in General Fund Unassigned Fund Balance. An appropriation of \$47,949 from the General Fund Unassigned Fund Balance to the Neighborhood Services and Public Safety budget (account 101-5-6100-223) is recommended to fully fund the recommendations. Additionally, a budget adjustment is recommended to reallocate \$1,000 from Neighborhood Services and Public Safety (account 101-5-6400-223) to Public Works (account 101-5-5100-223) to support the total committee recommendation for COAST of \$7,000.


#### ALTERNATIVES:

The City Council may choose to direct staff to move forward with alternative funding recommendations. Staff will prepare grant agreements accordingly at the Council approval levels.

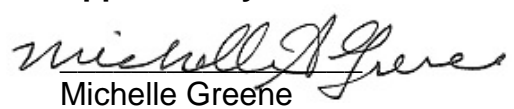
#### Reviewed By:

  
Kristine Schmidt  
Deputy City Manager

#### Legal Review By:

  
Michael Jenkins  
City Attorney

#### Approved By:

  
Michelle Greene  
City Manager

**ATTACHMENTS:**

1. 2019-2020 Support to Other Agencies Funding Recommendations
2. Request for Proposals for the Provision of Programs, Services, and Activities that Promote Economic Development in the City of Goleta (Fiscal Year 2019/2020)
3. Request for Proposals for Services to Homeless Individuals and Homelessness Prevention in the City of Goleta (Fiscal Year 2019/2020)
4. Grant Agreement Template (Two-Year and One-Year Agreements)





## **ATTACHMENT 1**

### 2019-2020 Support to Other Agencies Funding Recommendations



<b>Agency</b>	<b>Support to Other Agencies Funding Received (FY 18/19)</b>	<b>CDBG/City Grant Program Funding Received (FY 19/20)</b>	<b>Support to Other Agencies Funding Requested (FY 19/20)</b>	<b>Support to Other Agencies Committee Recommendations (FY 19/20)</b>
Coalition for Sustainable Transportation	\$ 6,000	N/A	\$ 10,000	\$ 7,000
Goleta Union School District	\$ 20,000	N/A	\$ 25,000	\$ 20,000
Santa Barbara Unified School District	\$ 13,000	N/A	\$ 13,000	\$ 13,000
Foundation for Girsh Park	\$ 125,000	N/A	\$ 125,000	\$ 125,000
Goleta Valley Community Center	\$ 25,000	N/A	\$ 25,000	\$ 25,000
Goleta Valley Historical Society	\$ 91,000	\$ 4,000	\$ 100,000	\$ 91,000
South Coast Railroad Museum	\$ 34,000	\$ 2,000	\$ 40,000	\$ 34,000
Fairview Gardens	\$ 45,000	\$ -	\$ 45,000	\$ 45,000
Chamber of Commerce	\$ 125,000	N/A	\$ 150,000	\$ 115,000
Children's Resource & Referral of Santa Barbara County	N/A	N/A	\$ 30,000	\$ 12,000
Equalitech	N/A	\$ 4,000	\$ 35,000	\$ 10,000
Goleta Old Town Christmas Parade	N/A	N/A	\$ 23,000	\$ 10,000
Goleta Old Town Community Association	\$ 41,500	\$ 4,000	\$ 112,587	\$ 14,250
Habitat for Humanity	N/A	N/A	\$ 5,000	\$ -
Isla Vista Youth Projects	N/A	\$ 7,218	\$ 20,000	\$ -
Goleta Valley Community Center	N/A	\$ 2,500	\$ 127,477	\$ 4,250
United Way of Northern Santa Barbara County	\$ 13,300	N/A	\$ 19,500	\$ 7,400
New Beginnings Counseling Center	N/A	\$ 7,218	\$ 64,000	\$ 7,400
People Assisting the Homeless (PATH)	N/A	N/A	\$ 48,359	\$ -
Peoples' Self Help Housing	N/A	\$ -	\$ 25,000	\$ 7,400
Showers of Blessing	N/A	\$ 3,000	\$ 15,000	\$ 7,400
Transition House	N/A	\$ 2,000	\$ 20,000	\$ 7,400
<b>TOTALS</b>			<b>\$ 1,077,923</b>	<b>\$ 562,500</b>

<b>Program Category</b>	<b>Total Budgeted (FY 19/20)</b>	<b>Total Requested (FY 19/20)</b>	<b>Total Recommended (FY 19/20)</b>	
Government/ Interagency	\$ 39,000	\$ 48,000	\$ 40,000	\$ (1,000)
City Facilities/ Recreation	\$ 320,000	\$ 335,000	\$ 320,000	\$ -
Economic Development/ Marketing & Promotions	\$ 166,500	\$ 503,064	\$ 165,500	\$ 1,000
Homelessness Initiatives	\$ 37,000	\$ 191,859	\$ 37,000	\$ -



## **ATTACHMENT 2**

Request for Proposals for the Provision of Programs, Services, and Activities that  
Promote Economic Development in the City of Goleta (Fiscal Year 2019/2020)





REQUEST FOR PROPOSALS FOR

**REQUEST FOR PROPOSALS FOR THE PROVISION OF  
PROGRAMS, SERVICES, AND ACTIVITIES THAT  
PROMOTE ECONOMIC DEVELOPMENT IN THE CITY OF  
GOLETA (FISCAL YEAR 2019/2020)**

June 7, 2019

**Proposals due by July 5, 2019, 5:00 PM PST**  
*(POSTMARKS WILL NOT BE ACCEPTED)*

City of Goleta RFP for  
Economic Development Programs, Services and Activities  
(Fiscal Year 2019/2020)

## **CITY OF GOLETA**

### **REQUEST FOR PROPOSALS FOR THE PROVISION OF PROGRAMS, SERVICES, AND ACTIVITIES THAT PROMOTE ECONOMIC DEVELOPMENT IN THE CITY OF GOLETA (FISCAL YEAR 2019/2020)**

#### **INTRODUCTION**

The City of Goleta is requesting proposals from qualified organizations interested in providing programs, services, and/or activities that further the economic development goals of the City, as detailed in this advertisement.

The City is calling upon nonprofit organizations to submit proposals for programs, services, and/or activities that will support local business sustainability and growth, attract new businesses to the area, or otherwise improve the environment that businesses operate in, for the benefit of business owners and customers. Funding awarded to organizations as a result of this RFP will be for programs, services, and/or activities taking place during the 2019/2020 Fiscal Year (July 1, 2019 - June 30, 2020).

#### **BACKGROUND**

The City of Goleta is located on the Central Coast of California just north of Santa Barbara. Incorporated in 2002, the City has the warmth and charm of a small town. Beaches and well-maintained parks and open spaces add to its attraction. Contributing to this young community's outstanding quality of life are the City's low crime rate, mild coastal climate, and desirable location.

The current population is just over 30,000. Residents enjoy several distinct neighborhoods, each with its own character. Goleta elementary and secondary schools have a reputation for high academic achievement and excellent instruction. The University of California at Santa Barbara, located to the south of the City, is a world class public university.

The Economic Development Program (EDP) of the Neighborhood Services and Public Safety Department is responsible for planning and organizing citywide economic development and promotional activities. The EDP develops, implements, coordinates, and monitors economic development activities consistent with City policy, and develops strategies to improve the economic strength of the City through business attraction, retention and expansion, and job creation.



### Support to Other Agencies Funding

Resulting from a workshop held on March 14, 2019, the City Council directed staff to seek proposals from nonprofit organizations in Goleta that address the prioritized budget category of "Economic Development/Marketing Promotions." Funding for this area is budgeted by the City Council under the Support to Other Agencies Program. To view Program Guidelines, refer to Attachment 1.

This upcoming fiscal year (July 1, 2019 - June 30, 2020) represents a change from the City's prior practice of awarding funds to agencies in this budget area, in that such funding has not historically been subject to a competitive process. The development of Program Guidelines and a new solicitation, evaluation, and funding process represents the City's efforts to create a more standardized and equitable opportunity for agencies to apply for, and receive City financial support.

*This RFP may result in contracts with varying agencies that are able to provide the programming, services and/or activities called for in this solicitation.* This available funding is made possible through the City's Support to Other Agencies program. The City's funding is intended to augment an organization's operations, services, and/or programming budget; City funding is not expected to fully fund any one operation, service, or program.

## PURPOSE OF THE REQUEST

This Request for Proposals (RFP) is soliciting responses from nonprofit organizations interested in providing programs, services, and/or activities that promote community and economic development in the City of Goleta, and as informed by the Citywide Two-Year Strategic Plan. Proposers should note that the City is currently in the process of updating its Strategic Plan for the next two-year budget cycle; the updated Plan is expected to be adopted on June 18, 2019. Funding awarded to organizations as a result of this RFP will be for programs, services, and/or activities taking place during the 2019/2020 Fiscal Year (July 1, 2019 - June 30, 2020).

Resulting from this RFP, the City will enter into one or two-year agreements with selected agencies that meet the needs defined in this RFP.

## DELIVERABLES

*Please submit all of the below requested information in Sections A through J with your submittal. Proposals will be rated for completeness.*

- A. Detail the program, service, and/or activity for which funding is being requested. If requesting funding for more than one program/service/activity, provide a description of each, and for *each* include these components.
- B. Please summarize your agency's past performance (as applicable) in relation to the program/service/activity for which funding is being requested. Are there any trends, best practices, or research related to the program/service/activity that can provide a background or rationale for your proposed scope of services?
- C. Attach your organization's Mission Statement and explain how the program/service/activity fits the mission.
- D. Describe the operational aspects of the program/service/activity, including:
  - 1. Days and hours of operation;
  - 2. Number (estimated) of service hours provided annually; and
  - 3. How the program/service/activity will be managed and monitored.
- E. Describe the priority population that will be served and the estimated number served.
- F. How does (or will) your organization measure the success or performance of your program/service/activity?
- G. Will the City's funding leverage other resources, such as supporting joint partnerships, matching funds, or cost sharing, or otherwise serve to catalyze other initiatives? If yes, please explain.
- H. Please describe the extent to which the requested funds vital or necessary to carrying out the program/service/activity. What other sources of funding is your organization pursuing or planning to utilize?
- I. Please explain whether the requested funding is needed on an ongoing basis, or if this is a one-year request. (Pilot programs or capital expenses are considered one-time requests.)

J. Using the budget tables on the following pages, please list all revenue and expenses for the program/service/activity that you are seeking City funding for, according to the sources and time periods listed. Duplicate this form as necessary. Note: This budget form must be completed for each separate program/service/activity you are requesting City funding for. *Any budgets submitted in separate format from the below tables will not be considered.*

**Revenues**

	FY 18/19 (Current Year)	FY 19/20 (Next Year - Projected)
City of Goleta Funds*		
Federal		
State		
County		
Municipal (Other Cities)		
School District		
Foundations/Trusts		
Donations/Fundraising		
Fees		
Other Sources/Revenues**		
<b>TOTAL REVENUE</b>		

\*In the first column titled "FY 18/19 (Current Year)", please note the amount of City of Goleta Funds received by your agency for the current fiscal year, if any. In the second column titled "FY 19/20 (Next Year - Projected)", please include the amount of City of Goleta funds your agency is requesting under this solicitation.

\*\*Please specify the Other Sources/Revenues:

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## Expenditures

	FY 18/19 (Current Year)	FY 19/20 (Next Year - Projected)	<b><i>City of Goleta Funds Requested for FY 19/20 (Next Year - Projected)*</i></b>
Salaries, Benefits, Payroll Taxes			
Consultants and Contracts			
Facility, Utilities, Maintenance			
Supplies			
Marketing (Printing, Advertising)			
Travel, Mileage, Training			
Equipment Rental/Maintenance			
Insurance			
Other Expenditures**			
<b>TOTAL EXPENDITURES</b>			

***\*In the far-right column titled "City of Goleta Funds Requested for FY 19/20 (Next Year - Projected)", please specify the proposed uses for the requested funds by including amounts in the associated rows. For example, if your agency is requesting that a portion of City of Goleta funds be dedicated to facility maintenance, specify the amount in the corresponding row (Facilities, Utilities, Maintenance).***

**\*\*Please specify Other Expenditures:**

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## **ADDITIONAL REQUIREMENTS/GUIDANCE FOR PROPOSERS**

Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing materials, etc. will not be considered in the evaluation.

Proposals must address all items in the order listed under the DELIVERABLES section of this solicitation. Proposals must reference each Section "A" through "J" in the submitted Proposal.

## **INSURANCE REQUIREMENTS**

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.

## PROJECT SCHEDULE

Economic Development/Marketing and Promotions is a priority funding area for the City. Below is a tentative schedule for the RFP, rating process, and award of funds for FY 2019/2020; however, dates may be subject to change and adjusted as necessary.

<b>Proposals Submittal Deadline</b>	<b>July 5, 2019, 5:00 PM PST</b>
<b>City Evaluation of Proposals</b>	<b>July 8-17, 2019</b>
<b>Award Contract(s)</b>	<b>August 6, 2019</b>

## SELECTION CRITERIA

Proposers must meet eligibility requirements to be considered for funding under this RFP. Eligibility requirements are detailed in the Program Guidelines (Attachment 2):

In addition to basic eligibility considerations, City staff evaluation of proposals will consider the following criteria:

- Extent to which the Goleta community is served (e.g. target population served, numbers of people served, program/service hours)
- Extent to which the proposed program/service/activity aligns with EDSP goals
- Extent to which the proposed program/service/activity aligns with the 2019-2021 Strategic Plan
- Completeness of Proposal
- Effectiveness of services to be provided by the Proposer
- Cost (Proposal price will not be the sole determining criteria)
- Percentage of City funds directed at direct programmatic costs (vs. indirect costs such as facility maintenance, office supplies, rent, etc.)
- Extent to which the requested City funds are necessary or vital to carrying out the program/service/activity
- Extent to which the requested City funds will leverage other funding or resources
- Proposer's ability to perform the work within the 2019/2020 Fiscal Year (July 1, 2019 - June 30, 2020)
- Proposer's compliance with applicable laws, regulations, policies (including City Council policies), guidelines, and orders governing prior or existing contracts performed by the Proposer

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.



## **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 in 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 contract (fully executed) to the successful organization(s).
4. The program/service/activity is subject to the approval of the City of Goleta. The City will have the right to review and approve any changes in the program/service/activity.

## **Questions during Proposal Period**

All questions should be directed in writing to: Dana Grossi, Management Analyst, [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org).

## **DEADLINE FOR PROPOSAL SUBMITTALS**

**Submittals are due by 5:00 PM PST on July 5, 2019.**

Proposals be received emailed to Dana Grossi at [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org) by the above deadline.

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 1 – Support to Other Agencies Program Guidelines**

### III. PROCESS AND GUIDELINES

Generally, the services provided by nonprofit and governmental agencies fall into four categories. The Category and type of service needed may necessitate a competitive process if the service can be provided by another nonprofit agency at the same or similar service level, or if the service type is one that requires a multi-agency coordinated effort (such as addressing homelessness in Goleta which requires a multi-service approach).

#### 1. Categories

Support to Other Agencies funding generally addresses four overall categories:

- a. **Category 1. Governmental/Interagency Agreements** - An agreement with another governmental agency or a collaboration among multiple jurisdictions and a nonprofit agency to provide services, economies of scale, and/ or leverage other grant funding for the targeted service.
- b. **Category 2. Homelessness Initiatives** - An agreement with a nonprofit or governmental agency to provide assistance and services to the Goleta homeless population, or that aid in the in the prevention or elimination of homelessness in Goleta.
- c. **Category 3. Economic Development/Marketing and Promotions** - An agreement with a nonprofit agency that furthers the economic development goals of the City of Goleta, which may include attracting and retaining new business, promoting business, providing community events and marketing efforts that draw and sustain new businesses, and providing jobs and services in the City of Goleta, and other priorities as directed by the City Council.
- d. **Category 4. City Facilities/Recreation Facilities** – An agreement with a nonprofit agency that operates at a City-owned facility that is open to the public and benefits the overall community in its operations and offerings, or an agreement with a nonprofit agency operates a facility that provides an essential service to the community at-large that the City is unable to provide directly

## 2. General Process

Available funding may change depending on the strategic goals and objectives of City Council, the needs of the community, and the City's fiscal health. It is the intent of the City Council to provide nonprofit and governmental agencies an opportunity to submit proposals for funding, or negotiate for funding outside of a competitive process as appropriate. The City Manager will assign staff to manage the contracts and the funding will be managed within the appropriate department budget.

- a. Around January/February of each year, staff will evaluate active agreements to ensure that accountability and reporting requirements are being met, and determine if any agreements will expire at the end of the fiscal year.
- b. In March/ April of each year, City staff will provide a status report to the City Council that includes a recommendation for the continuation or extension of funding agreements, recommendations for a Request for Proposals (RFP) process for any new or refined service categories in the next fiscal year, and any recommendations for further refinements to the Support to Other Agencies process.
- c. At minimum for all interested agencies, regardless of the service category they fall under, a scope of services and other service level and program budget information will be required. The scope will provide a detailed budget specifying how the funds will be utilized for the Goleta community. The service or program budget will identify all sources and uses of funding pertaining to the program or service. The agency will identify which City Council Strategic Plan goal and/or objective is met. City staff may request additional information as part of the RFP process.
- d. Staff will evaluate all proposals and utilize the scope of services to develop proposed contract provisions and specific reporting and accountability requirements for selected agencies. At minimum, accountability and reporting requirements will be submitted annually to City staff and to the City Council. City staff will utilize this information for recommendations to the City Council of funding amounts in future years, along with any service level or programmatic changes recommended for consistency with the City's changing needs and priorities.
- e. Staff's recommendations may be presented to the Grant Funding Review Committee as needed for input and recommendations.
- f. The City Council will evaluate staff's (and the Committee's) recommendations and approve or provide direction on proposed agreements and their amounts.
- g. When a contract is approved, funding will be allocated in the budget from year to year to the respective department budget responsible for managing the contract and funds, for the term of the agreement. The City Council may desire to amend or terminate a contract early as allowable under the provisions of the contract for various reasons including non-performance,

unsatisfactory performance, any other violation of the terms, or for budgetary and priority reasons.

- h. During the budget process, the City Council may evaluate the City's funding priorities and will exercise its authority to adjust overall and categorical line item funding caps, as well as funding provided to individual agencies
- i. City staff will provide recommendations to City Council for adjustment of overall, categorical, and agency-level funding as appropriate.
- j. The City Council may approve additional funding requests at any time, to meet new and evolving community needs. New requests received outside of the RFP process and supported by the City Council (two or more in support) for further consideration, will be evaluated by staff and a recommendation for possible funding will be presented at a City Council meeting. Approved requests will be part of the following year's funding process, unless otherwise indicated in the terms of the agreement.

#### IV. RESTRICTIONS AND LIMITATIONS

- 1. 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.
- 2. Agencies receiving funding under these guidelines may not use funds towards religious activities and will have to demonstrate that all City funds were used for a non-religious service to the community.
- 3. Compliance, performance measurements, and reporting requirements will be provisions within the contract.

#### V. COMPLIANCE

- 1. The recipient is expected to maintain documentation to demonstrate how the funds benefited the Goleta community. The recipient may be requested to make a presentation before a Committee or at a City Council meeting or workshop.
- 2. If funds are not expended in accordance with the approved purposes, the agency will be required to refund the amount of funds. Failure to provide proper documentation may jeopardize any future funding. City of Goleta reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended.

#### VI. REVISIONS AND MODIFICATIONS

Revisions and modifications to the policy must be approved by the City Council.

# CITY OF GOLETA



## **ADDENDUM NO. 1 – REQUEST FOR PROPOSALS FOR THE PROVISION OF PROGRAMS, SERVICES, AND ACTIVITIES THAT PROMOTE ECONOMIC DEVELOPMENT IN THE CITY OF GOLETA (FISCAL YEAR 2019/2020)**

Addendum No. 1  
June 24, 2019

**Proposals Due: July 5, 2019 @ 5:00 P.M. (no change)**

Addendum No.1 to the RFP for the Provision of Programs, Services, and Activities that Promote Economic Development in the City of Goleta is required to reflect revisions made to the Selection Criteria. This addendum is made part of the RFP documents.

**Proposers should make note of the following revisions pertaining to this RFP:**

1. On Page 9, the section titled “Selection Criteria” includes bulleted criteria that City staff will consider in their evaluation of proposals. The second bullet reads, “Extent to which the proposed program/service/activity aligns with EDSP goals.” This is a reference is to the City’s 2009 Economic Development Strategic Plan (EDSP). The City will be conducting an update to its EDSP during the next two-year budget cycle, as the current EDSP is outdated. Thus, proposers should not consider or make reference to the 2009 EDSP in their submittals.
2. On Page 4, the first paragraph makes reference to the City’s Two-Year Strategic Plan, stating that the City is currently in the process of updating its Strategic Plan for the next two-year budget cycle, and that the updated Plan is expected to be adopted on June 18, 2019. Unfortunately, the updated Strategic Plan did not get adopted on this date and therefore is not yet available. Thus, proposers should not consider or make reference to the City’s Strategic Plan in their submittals.



# CITY OF GOLETA



## **ADDENDUM NO. 2 – REQUEST FOR PROPOSALS FOR THE PROVISION OF PROGRAMS, SERVICES, AND ACTIVITIES THAT PROMOTE ECONOMIC DEVELOPMENT IN THE CITY OF GOLETA (FISCAL YEAR 2019/2020)**

Addendum No. 2  
June 25, 2019

**Proposals Due: July 8, 2019 @ 12:00 P.M. (revised  
deadline)**

This Addendum No. 2 to the RFP for the Provision of Programs, Services, and Activities that Promote Economic Development in the City of Goleta is issued to reflect an extension of the originally advertised deadline and a revised process for submitting proposals.

**Proposers should make note of the following revisions pertaining to this RFP:**

1. The deadline for proposal submissions is extended to July 8, 2019 by 12:00p.m.
2. On Page 11, under the section titled "Deadline for Proposal Submittals," language states that proposals must be emailed to Dana Grossi at [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org). However, the section is hereby replaced with the following:

*Three sealed paper copies and one electronic (emailed) copy of the proposal must be received by the City no later than 12:00p.m. on July 8, 2019. Responses should be mailed or hand-delivered to:*

*Dana Grossi, Management Analyst  
City of Goleta, City Manager's Office  
130 Cremona Drive, Suite B  
Goleta, California 93117*

*The electronic versions should be emailed to [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org).*

*Proposals not received by the due date and time required above may be rejected without consideration. Faxed or "By Postmark Date" proposals will not be accepted.*

### **ATTACHMENT 3**

Request for Proposals for Services to Homeless Individuals and Homelessness  
Prevention in the City of Goleta (Fiscal Year 2019/2020)





REQUEST FOR PROPOSALS FOR

**REQUEST FOR PROPOSALS FOR SERVICES TO  
HOMELESS INDIVIDUALS AND HOMELESSNESS  
PREVENTION IN THE CITY OF GOLETA (FISCAL  
YEAR 2019/2020)**

June 7, 2019

**Proposals due by July 5, 2019, 5:00 PM PST**  
*(POSTMARKS WILL NOT BE ACCEPTED)*

City of Goleta RFP for  
Services to Homeless Individuals and Homelessness Prevention in the City of  
Goleta (Fiscal Year 2019/2020)

## **CITY OF GOLETA**

### **REQUEST FOR PROPOSALS FOR SERVICES TO HOMELESS INDIVIDUALS AND HOMELESSNESS PREVENTION IN THE CITY OF GOLETA (FISCAL YEAR 2019/2020)**

#### **INTRODUCTION**

The City of Goleta is requesting proposals from qualified organizations interested in providing programs, services, and/or activities that: 1) aid in the prevention of homelessness in Goleta; and/or 2) provide assistance and resources to the Goleta homeless population. Funding awarded to organizations as a result of this Request for Proposals (RFP) will be for programs, services, and/or activities taking place during the 2019/2020 Fiscal Year (July 1, 2019 - June 30, 2020).

#### **BACKGROUND**

On a biennial basis, the Santa Maria/Santa Barbara County Continuum of Care (CoC) conducts a Point in Time (PIT) Count of persons experiencing homelessness, including both sheltered and unsheltered homeless persons. The most recent PIT Count was conducted on January 24, 2019 and provides a snapshot of homelessness in the County on a single night. The results revealed that there are approximately 119 homeless persons in the City of Goleta.

The City of Goleta will soon be working with the County of Santa Barbara to coordinate the development of a Homelessness Strategic Plan. Solutions for addressing homelessness in Goleta are planned to be included as a Goleta annex to the County's plan.

#### Support to Other Agencies Funding

Resulting from a public workshop held on March 14, 2019, City Council directed staff to seek proposals from nonprofit organizations serving Goleta that address the prioritized budget category of "Homelessness Initiatives." A portion of the City's funding for homelessness services is budgeted by the City Council under the Support to Other Agencies Program. To view Program Guidelines, refer to Attachment 1. (City financial support to organizations serving the needs of the homeless population is also available through the Community Development Block Grant Program and the Goleta City Grant Program.)

This upcoming fiscal year (July 1, 2019 - June 30, 2020) represents a change from the City's prior practice of awarding funds to agencies in this budget area, in that such funding has not historically been subject to a competitive process. The development of Program Guidelines and a new solicitation, evaluation, and funding

process represents the City's efforts to create a more standardized and equitable opportunity for agencies to apply for, and receive, City financial support.

*this RFP may result in contracts with multiple agencies that are able to respond to one or more of the targeted areas detailed in this solicitation.* The City's funding is intended to augment an organization's operations, services, and/or programming budget; City funding is not expected to fully fund any one operation, service, or program.

## PURPOSE OF THE REQUEST

This Request for Proposals (RFP) is soliciting responses from qualified organizations interested in providing programs, services, and/or activities that: 1) aid in the prevention of homelessness in Goleta; and/or 2) provide assistance and resources to the Goleta homeless population. Funding awarded to organizations as a result of this RFP will be for programs, services, and/or activities taking place during the 2019/2020 Fiscal Year (July 1, 2019 - June 30, 2020). Proposals should reflect the goals and priorities listed in the Citywide Two-Year Strategic Plan. Proposers should note that the City is currently in the process of updating its Strategic Plan for the next two-year budget cycle; the updated Strategic Plan is expected to be adopted on June 18, 2019.

The City is requesting services in the following specified areas. Services should serve homeless individuals or targeted populations at risk of becoming homeless in Goleta:

- Homeless outreach programming/efforts
- Substance abuse programs and services directed at homeless individuals
- Medical and/or mental health services directed at homeless individuals
- Homeless shelters, emergency shelters and housing, and rapid re-housing assistance
- Warming centers and day centers serving homeless individuals from Goleta
- Homeless prevention services and programs including those serving survivors of domestic violence
- Coordinated Entry System services or Continuum of Care programming/efforts, including the establishment of a Coordinated Entry Point in Goleta
- Case management services for homeless individuals
- Services to the vehicular homeless
- Other miscellaneous services to homeless individuals or related to the prevention of homelessness

The City is interested in entering into agreements with agencies that can address one or more of the above listed services. Resulting from this RFP, the City will enter into one or two-year agreements with the selected agencies that meet the scope of services of this RFP.

## DELIVERABLES

*Please submit all of the below requested information in Section A through J with your submittal. Proposals will be rated for completeness.*

A. Detail the program, service, and/or activity for which funding is being requested. If requesting funding for more than one program/service/activity, provide a description of each, and for *each* include each of these components.

B. Please summarize your agency's past performance (as applicable) in relation to the program/service/activity for which funding is being requested. Are there any trends, best practices, or research related to the program/service/activity that can provide background or rationale for your proposed scope of services?

City of Goleta RFP for  
Services to Homeless Individuals and Homelessness Prevention in the City of Goleta (Fiscal  
Year 2019/2020)



C. Attach your organization's Mission Statement and explain how the program/ service/ activity fits the mission.

D. Describe the operational aspects of the program/service/activity, including:

1. Days and hours of operation; and
2. Number (estimated) of service hours provided annually;
3. How the program/service/activity will be managed and monitored.

E. Describe the priority population served and the estimated number served.

F. How does (or will) your organization measure the success or performance of your program/service/activity?

G. Will the City's funding leverage other resources, such as supporting joint partnerships, matching funds, or cost sharing, or otherwise serve to catalyze other initiatives? If yes, please explain.

H. Please describe the extent to which the requested funds are vital or necessary to carrying out the program/service/activity. What other sources of funding is your organization pursuing or planning to utilize?

I. Please explain whether the requested funding is needed on an ongoing basis, or if this is a one-year request. (Pilot programs or capital expenses are considered one-time requests.)

J. Using the budget tables on the following pages, please list all revenue and expenses for the program/service/activity that you are seeking City funding for, according to the sources and time periods listed. Duplicate this form as necessary.

Note: This budget form must be completed for each separate program/service/activity you are requesting City funding for. *Any budgets submitted in separate format from the below tables will not be considered.*

**Revenues**

	FY 18/19 (Current Year)	FY 19/20 (Next Year - Projected)
City of Goleta Funds*		
Federal		
State		
County		
Municipal (Other Cities)		
School District		
Foundations/Trusts		
Donations/Fundraising		
Fees		
Other Sources/Revenues**		
<b>TOTAL REVENUE</b>		

\*In the first column titled "FY 18/19 (Current Year)", please note the amount of City of Goleta Funds received by your agency for the current fiscal year, if any. In the second column titled "FY 19/20 (Next Year - Projected)", please include the amount of City of Goleta funds your agency is requesting under this solicitation.

\*\*Please specify the Other Sources/Revenues:

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**Expenditures**

	FY 18/19 (Current Year)	FY 19/20 (Next Year - Projected)	<b><i>City of Goleta Funds Requested for FY 19/20 (Next Year - Projected)*</i></b>
Salaries, Benefits, Payroll Taxes			
Consultants and Contracts			
Facility, Utilities, Maintenance			
Supplies			
Marketing (Printing, Advertising)			
Travel, Mileage, Training			
Equipment Rental/Maintenance			
Insurance			
Other Expenditures**			
<b>TOTAL EXPENDITURES</b>			

**\*NOTE: THIS SECTION IS REQUIRED:** *In the far-right column titled "City of Goleta Funds Requested for FY 19/20 (Next Year - Projected)", please specify the proposed uses for the requested funds by including amounts in the associated rows. For example, if your agency is requesting that a portion of City of Goleta funds be dedicated to facility maintenance, specify the amount in the corresponding row (Facilities, Utilities, Maintenance).*

**\*\*Please specify Other Expenditures:**

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## PROJECT SCHEDULE

Homelessness services and prevention is a priority funding area for the City. Below is a tentative schedule for the RFP, rating process, and award of funds for FY 2019/2020; however, dates may be subject to change and adjusted as necessary.

**Proposals Submittal Deadline**  
**City Evaluation of Proposals**  
**Award Contract(s)**

**July 5, 2019, 5:00 PM PST**  
**July 8-17, 2019**  
**August 6, 2019**

## SELECTION CRITERIA

Proposers must meet eligibility requirements to be considered for funding under this RFP. Eligibility requirements are detailed in the Program Guidelines (Attachment 1): In addition to basic eligibility considerations, City staff evaluation of proposals will consider the following criteria:

- Extent to which the Goleta community is served (e.g. target population served, numbers of people served, program/service hours)
- Completeness of Proposal
- Effectiveness of services to be provided by the Proposer
- Cost (Proposal price will not be the sole determining criteria)
- Percentage of City funds directed at direct programmatic costs (vs. indirect costs such as facility maintenance, office supplies, rent, etc.)
- Extent to which the requested City funds are necessary or vital to carrying out the program/service/activity
- Extent to which the requested City funds will leverage other funding or resources
- Proposer's ability to perform the work within the 2019/2020 Fiscal Year (July 1, 2019 - June 30, 2020)
- Proposer's compliance with applicable laws, regulations, policies (including City Council policies), guidelines, and orders governing prior or existing contracts performed by the Proposer

## **ADDITIONAL REQUIREMENTS/GUIDANCE FOR PROPOSERS**

Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing materials, etc. will not be considered in the evaluation.

Proposals must address all items in the order listed under the DELIVERABLES section of this solicitation. Proposals must reference each Section "A" through "J" in the submitted Proposal.

## **INSURANCE REQUIREMENTS**

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.

## **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 in 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 contract (fully executed) to the successful organization(s).
4. The program/service/activity is subject to the approval of the City of Goleta. The City will have the right to review and approve any changes in the program/service/activity.

## **Questions during Proposal Period**

All questions should be directed in writing to: Dana Grossi, Management Analyst, [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org).

## **DEADLINE FOR PROPOSAL SUBMITTALS**

**Submittals are due by 5:00 PM PST on July 5, 2019.**

Proposals must be emailed to Dana Grossi at [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org) by the proposal deadline.

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**



## **Attachment 1 – Support to Other Agencies Guidelines**



## **SUPPORT TO OTHER AGENCIES GUIDELINES**

### **I. PURPOSE**

The purpose of these guidelines are to provide staff with a process for the solicitation for services, evaluation of agencies, and recommendation of funding to the City Council for service agreements with nonprofit or governmental agencies that meet a significant community need.

Services funded through Support to Other Agencies are categorized by type with a specific funding process identified for each category. The categories and their processes may continue to be refined as necessary in future years. Nonprofit and government agencies may apply competitively for funding or be directed to negotiate outside of a competitive process for a targeted service that meets an identified City need or priority. This process is different from the Goleta City Grant Program in a few ways. Support to Other Agencies funding: 1) is not necessarily considered a grant, particularly if the funds are provided through negotiated agreement outside of a competitive process; 2) is awarded at a higher level than what a Goleta City Grant allows for (the Goleta City Grant Program caps awards at \$5,000); and 3) services are for specifically targeted or essential services that the City Council has prioritized. Once a significant community need has been identified by the City Council, and it meets a City Council Strategic Goal, City staff must first identify that the request supports 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. A relationship with a governmental agency, or collaboration between multi-governmental and/or organizations to address a local or regional community need, and/or;
4. Funding exceeds the limits set for the Goleta City Grant Program.

### **II. ELIGIBLE SERVICES AND PROGRAMS**

1. All services and/or programs must benefit the City of Goleta community.
2. Services and programs must be sponsored or provided by nonprofit organizations or other governmental agencies.

### III. PROCESS AND GUIDELINES

Generally, the services provided by nonprofit and governmental agencies fall into four categories. The Category and type of service needed may necessitate a competitive process if the service can be provided by another nonprofit agency at the same or similar service level, or if the service type is one that requires a multi-agency coordinated effort (such as addressing homelessness in Goleta which requires a multi-service approach).

#### 1. Categories

Support to Other Agencies funding generally addresses four overall categories:

- a. **Category 1. Governmental/Interagency Agreements** - An agreement with another governmental agency or a collaboration among multiple jurisdictions and a nonprofit agency to provide services, economies of scale, and/ or leverage other grant funding for the targeted service.
- b. **Category 2. Homelessness Initiatives** - An agreement with a nonprofit or governmental agency to provide assistance and services to the Goleta homeless population, or that aid in the in the prevention or elimination of homelessness in Goleta.
- c. **Category 3. Economic Development/Marketing and Promotions** - An agreement with a nonprofit agency that furthers the economic development goals of the City of Goleta, which may include attracting and retaining new business, promoting business, providing community events and marketing efforts that draw and sustain new businesses, and providing jobs and services in the City of Goleta, and other priorities as directed by the City Council.
- d. **Category 4. City Facilities/Recreation Facilities** – An agreement with a nonprofit agency that operates at a City-owned facility that is open to the public and benefits the overall community in its operations and offerings, or an agreement with a nonprofit agency operates a facility that provides an essential service to the community at-large that the City is unable to provide directly

## 2. General Process

Available funding may change depending on the strategic goals and objectives of City Council, the needs of the community, and the City's fiscal health. It is the intent of the City Council to provide nonprofit and governmental agencies an opportunity to submit proposals for funding, or negotiate for funding outside of a competitive process as appropriate. The City Manager will assign staff to manage the contracts and the funding will be managed within the appropriate department budget.

- a. Around January/February of each year, staff will evaluate active agreements to ensure that accountability and reporting requirements are being met, and determine if any agreements will expire at the end of the fiscal year.
- b. In March/ April of each year, City staff will provide a status report to the City Council that includes a recommendation for the continuation or extension of funding agreements, recommendations for a Request for Proposals (RFP) process for any new or refined service categories in the next fiscal year, and any recommendations for further refinements to the Support to Other Agencies process.
- c. At minimum for all interested agencies, regardless of the service category they fall under, a scope of services and other service level and program budget information will be required. The scope will provide a detailed budget specifying how the funds will be utilized for the Goleta community. The service or program budget will identify all sources and uses of funding pertaining to the program or service. The agency will identify which City Council Strategic Plan goal and/or objective is met. City staff may request additional information as part of the RFP process.
- d. Staff will evaluate all proposals and utilize the scope of services to develop proposed contract provisions and specific reporting and accountability requirements for selected agencies. At minimum, accountability and reporting requirements will be submitted annually to City staff and to the City Council. City staff will utilize this information for recommendations to the City Council of funding amounts in future years, along with any service level or programmatic changes recommended for consistency with the City's changing needs and priorities.
- e. Staff's recommendations may be presented to the Grant Funding Review Committee as needed for input and recommendations.
- f. The City Council will evaluate staff's (and the Committee's) recommendations and approve or provide direction on proposed agreements and their amounts.
- g. When a contract is approved, funding will be allocated in the budget from year to year to the respective department budget responsible for managing the contract and funds, for the term of the agreement. The City Council may desire to amend or terminate a contract early as allowable under the provisions of the contract for various reasons including non-performance,

unsatisfactory performance, any other violation of the terms, or for budgetary and priority reasons.

- h. During the budget process, the City Council may evaluate the City's funding priorities and will exercise its authority to adjust overall and categorical line item funding caps, as well as funding provided to individual agencies
- i. City staff will provide recommendations to City Council for adjustment of overall, categorical, and agency-level funding as appropriate.
- j. The City Council may approve additional funding requests at any time, to meet new and evolving community needs. New requests received outside of the RFP process and supported by the City Council (two or more in support) for further consideration, will be evaluated by staff and a recommendation for possible funding will be presented at a City Council meeting. Approved requests will be part of the following year's funding process, unless otherwise indicated in the terms of the agreement.

#### IV. RESTRICTIONS AND LIMITATIONS

- 1. 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.
- 2. Agencies receiving funding under these guidelines may not use funds towards religious activities and will have to demonstrate that all City funds were used for a non-religious service to the community.
- 3. Compliance, performance measurements, and reporting requirements will be provisions within the contract.

#### V. COMPLIANCE

- 1. The recipient is expected to maintain documentation to demonstrate how the funds benefited the Goleta community. The recipient may be requested to make a presentation before a Committee or at a City Council meeting or workshop.
- 2. If funds are not expended in accordance with the approved purposes, the agency will be required to refund the amount of funds. Failure to provide proper documentation may jeopardize any future funding. City of Goleta reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended.

#### VI. REVISIONS AND MODIFICATIONS

Revisions and modifications to the policy must be approved by the City Council.

# CITY OF GOLETA



## **ADDENDUM NO. 1 – REQUEST FOR PROPOSALS FOR SERVICES TO HOMELESS INDIVIDUALS AND HOMELESSNESS PREVENTION IN THE CITY OF GOLETA (FISCAL YEAR 2019/2020)**

Addendum No. 1  
June 24, 2019

**Proposals Due: July 5, 2019 @ 5:00 P.M. (no change)**

Addendum No.1 to the RFP for Services to Homeless Individuals and Homelessness Prevention in the City of Goleta is required to reflect revisions made to the Selection Criteria. This addendum is made part of the RFP documents.

**Proposers should make note of the following revisions pertaining to this RFP:**

1. On Page 4, the first paragraph makes reference to the City's Two-Year Strategic Plan, stating that the City is currently in the process of updating its Strategic Plan for the next two-year budget cycle, and that the updated Plan is expected to be adopted on June 18, 2019. Unfortunately, the updated Strategic Plan did not get adopted on this date and therefore is not yet available. Thus, proposers should not consider or make reference to the City's Strategic Plan in their submittals.

# CITY OF GOLETA



## **ADDENDUM NO. 2 – REQUEST FOR PROPOSALS FOR SERVICES TO HOMELESS INDIVIDUALS AND HOMELESSNESS PREVENTION IN THE CITY OF GOLETA (FISCAL YEAR 2019/2020)**

Addendum No. 2  
June 25, 2019

**Proposals Due: July 8, 2019 @ 12:00 P.M. (revised  
deadline)**

This Addendum No. 2 to the RFP for Services to Homeless Individuals and Homelessness Prevention in the City of Goleta is issued to reflect an extension of the originally advertised deadline and a revised process for submitting proposals.



**Proposers should make note of the following revisions pertaining to this RFP:**

1. The deadline for proposal submissions is extended to July 8, 2019 by 12:00p.m.
2. On Page 11, under the section titled "Deadline for Proposal Submittals," language states that proposals must be emailed to Dana Grossi at [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org). However, the section is hereby replaced with the following:

*Three sealed paper copies and one electronic (emailed) copy of the proposal must be received by the City no later than 12:00p.m. on July 8, 2019. Responses should be mailed or hand-delivered to:*

*Dana Grossi, Management Analyst  
City of Goleta, City Manager's Office  
130 Cremona Drive, Suite B  
Goleta, California 93117*

*The electronic versions should be emailed to [dgrossi@cityofgoleta.org](mailto:dgrossi@cityofgoleta.org).*

*Proposals not received by the due date and time required above may be rejected without consideration. Faxed or "By Postmark Date" proposals will not be accepted.*



## **ATTACHMENT 4**

Grant Agreement Template (Two-Year and One-Year Agreements)



**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 [Month], 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **[ORGANIZATION NAME]**, a California non-profit corporation (herein referred to as "Grantee").

**WHEREAS**, Grantee is a nonprofit organization that provides [summary description of purpose]; 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 [Month], 2019, approved this Agreement in substantial form 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:

[Summary description of services]. A more detailed description of services is included as Exhibit A to this Agreement.

Grantee shall provide the following deliverables to the City annually by July 31 of each funding year:

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

(ii) Sample promotional program materials (if applicable)

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

(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 [Dollar Amount of Grant Award].

(b) **Payment Schedule.** City shall fund Grantee with grant funds no later than September 30 of each funding year.

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

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

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

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

**4. TERM**

The term of this agreement shall commence on [Month Day], 2019 and continue until June 30, 2021.

**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 Michelle Greene, 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. NO ASSIGNMENT/SUBCONTRACTOR**

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

**10. HOLD HARMLESS AND INDEMNITY**

(a) **Hold Harmless for Grantee's Damages.** Grantee holds City, its elected officials, officers, 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, sexual orientation, or any other characteristic protected under applicable federal or state law.

#### **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: [First, Last Name]  
[Organization]  
[Street Address]  
[City, State Zip]

**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

**APPROVED TO FORM**

\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A**

### Description of Services

## EXHIBIT B

### Budget

	Expenditures for FY 19/20 (Projected)	<b><i>City of Goleta Funds FY 19/20 (Year 1 Projected)</i></b>	<b><i>City of Goleta Funds FY 20/21 (Year 2 Projected)</i></b>
Salaries, Benefits, Payroll Taxes			
Consultants and Contracts			
Facility, Utilities, Maintenance			
Supplies			
Marketing (Printing, Advertising)			
Travel, Mileage, Training			
Equipment Rental/Maintenance			
Insurance			
Other Expenditures*			
<b>TOTAL EXPENDITURES</b>			

\*Please specify Other Expenditures:

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## EXHIBIT C

### End of Year Report

JULY 1, 2019 – JUNE 30, 2020

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

Expenditures for FY 19/20 (Actuals)

	Total Expenditures for FY 19/20 (Actuals)	<b><i>City of Goleta Funds FY 19/20 (Actuals)</i></b>
Salaries, Benefits, Payroll Taxes		
Consultants and Contracts		
Facility, Utilities, Maintenance		
Supplies		
Marketing (Printing, Advertising)		
Travel, Mileage, Training		
Equipment Rental/Maintenance		
Insurance		
Other Expenditures*		
<b>TOTAL EXPENDITURES</b>		

\*Please specify Other Expenditures:

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End of Year Report

JULY 1, 2020 – JUNE 30, 2021

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

Expenditures for FY 20/21 (Actuals)

	Total Expenditures for FY 20/21 (Actuals)	<b><i>City of Goleta Funds FY 20/21 (Actuals)</i></b>
Salaries, Benefits, Payroll Taxes		
Consultants and Contracts		
Facility, Utilities, Maintenance		
Supplies		
Marketing (Printing, Advertising)		
Travel, Mileage, Training		
Equipment Rental/Maintenance		
Insurance		
Other Expenditures*		
<b>TOTAL EXPENDITURES</b>		

\*Please specify Other Expenditures:

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**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 [Month], 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **ORGANIZATION NAME**, a California non-profit corporation (herein referred to as "Grantee").

**WHEREAS**, Grantee is a nonprofit organization that provides [summary description of purpose]; 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 [Month], 2019, approved this Agreement in substantial form 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:

[Summary description of services]. A more detailed description of services is included as Exhibit A to this Agreement.

Grantee shall provide the following deliverables to the City by July 30, 2020:

(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 C.

(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 [Dollar Amount of Grant Award].

(b) **Payment Schedule.** City shall fund Grantee with grant funds no later than September 30, 2019.

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

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

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

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

**4. TERM**

The term of this agreement shall commence on [Month Day], 2019 and continue until June 30, 2020.

**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 Michelle Greene, 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. NO ASSIGNMENT/SUBCONTRACTOR**

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

**10. HOLD HARMLESS AND INDEMNITY**

(a) **Hold Harmless for Grantee's Damages.** Grantee holds City, its elected officials, officers, 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, sexual orientation, or any other characteristic protected under applicable federal or state law.

#### **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: First, Last Name]  
[Organization]  
[Street Address]  
[City, State Zip]

**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

**APPROVED TO FORM**

\_\_\_\_\_  
Winnie Cai, Assistant City Attorney

## **EXHIBIT A**

### Description of Services

## EXHIBIT B

### Budget

	Expenditures for FY 19/20 (Projected)	<b><i>City of Goleta Funds FY 19/20 (Projected)</i></b>
Salaries, Benefits, Payroll Taxes		
Consultants and Contracts		
Facility, Utilities, Maintenance		
Supplies		
Marketing (Printing, Advertising)		
Travel, Mileage, Training		
Equipment Rental/Maintenance		
Insurance		
Other Expenditures*		
<b>TOTAL EXPENDITURES</b>		

\*Please specify Other Expenditures:

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## EXHIBIT C

### End of Year Report

JULY 1, 2019 – JUNE 30, 2020

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

Expenditures for FY 19/20 (Actuals)

	Total Expenditures for FY 19/20 (Actuals)	<b><i>City of Goleta Funds FY 19/20 (Actuals)</i></b>
Salaries, Benefits, Payroll Taxes		
Consultants and Contracts		
Facility, Utilities, Maintenance		
Supplies		
Marketing (Printing, Advertising)		
Travel, Mileage, Training		
Equipment Rental/Maintenance		
Insurance		
Other Expenditures*		
<b>TOTAL EXPENDITURES</b>		

\*Please specify Other Expenditures:

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