

**UPGRADES TO THE NATURAL HISTORY MUSEUM'S
COASTAL EXHIBITS**

**CONTRACT BETWEEN THE COUNTY OF SANTA BARBARA
AND THE NATURAL HISTORY MUSEUM (SANTA MARIA)**

This Contract is made by and between the Natural History Museum (Santa Maria), a non-profit, charitable corporation registered under Section 501.c.3 of the U.S. Internal Revenue Code (hereinafter referred to as "GRANTEE"), and the County of Santa Barbara, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), wherein COUNTY agrees to grant certain funds to GRANTEE for the purposes and on the conditions specified herein.

RECITALS

WHEREAS, environmental impact reports prepared for oil development projects offshore Santa Barbara County have identified adverse, residual impacts to local coastal resources not otherwise mitigable;

WHEREAS, COUNTY established and administers the Coastal Resource Enhancement Fund (hereinafter referred to as "FUND") that is financially supported by offshore oil and gas developers to mitigate these impacts; and

WHEREAS, the County Board of Supervisors conducted a public hearing for FUND's 2021 cycle and found GRANTEE's proposal to fulfill the intent and purpose of FUND by enhancing coastal recreation and tourism.

TERMS AND CONDITIONS

Now, therefore, in consideration of the mutual promises hereinafter set forth, it is agreed as follows:

(1) Obligations to be Performed Under this Contract. Within the Time of Performance specified in paragraph 3, GRANTEE shall perform all of the obligations described in this Contract and set forth in the project description, which is attached hereto and incorporated herein by reference as Exhibit A (hereinafter referred to as "PROJECT").

(2) Grant Funding. COUNTY shall award to GRANTEE an amount not to exceed thirty-seven thousand three hundred and forty-nine dollars (\$37,349) from FUND (Fund #0063, Dept. #053, Program #5090, Account #7863, Project #2104) no later than thirty (30) days after execution of this Contract, to complete PROJECT.

(3) Time of Performance. PROJECT shall be completed on or before February 15, 2023. However, COUNTY's Director of Planning & Development Department (hereinafter referred to as "DIRECTOR") may extend the time of performance by up to one year for good cause.

GRANTEE agrees to operate PROJECT for a minimum of five years following installation of PROJECT. If for some reason, GRANTEE cannot operate PROJECT during this time, GRANTEE shall notify COUNTY, and GRANTEE and COUNTY shall agree on a governmental agency or a non-profit organization to assign ownership of the items funded by this grant.

(4) Matching Funds. GRANTEE shall provide matching funds, as described in Exhibit A, as a condition of receiving this grant from the COUNTY. Failure to provide such funds shall, at the discretion of the DIRECTOR, be grounds for termination of this Contract. Upon such termination, GRANTEE shall within 14 days of termination return any grant funds received from the COUNTY under this Contract.

(5) Project Amendments. GRANTEE shall obtain prior written approval from the DIRECTOR for any changes proposed by GRANTEE in the PROJECT as described herein. Such changes include any change to the project description, any reduction in the overall project budget, or any change in a budget item of 10 percent or more. If the DIRECTOR finds that GRANTEE has proposed a change that represents a significant departure from the project originally considered and approved by the Board, then Board approval shall be required for such project changes.

(6) Project Cost Increases. If, for any reason, PROJECT costs exceed or are expected to exceed those represented by GRANTEE for receipt of this grant, and such increases cannot be covered by GRANTEE from its own or matching funds, GRANTEE shall notify COUNTY within 10 days of discovering the potential cost exceedance. If GRANTEE cannot secure the necessary resources within 30 days of notifying COUNTY, at the end of those 30 days, GRANTEE shall return to COUNTY all unspent monies of this grant (including monies encumbered by contracts). COUNTY shall hold the grant until GRANTEE secures all necessary resources to complete this PROJECT. Failure to secure said resources prior to PROJECT completion date in Article 3 of this Contract shall result in forfeiture of grant by GRANTEE.

(7) Project Cost Savings. GRANTEE shall return any unspent funds granted under this Contract to COUNTY within 60 days of completing PROJECT construction, and COUNTY shall return any unspent funds to FUND for reallocation by COUNTY in future funding cycle(s). If, for any reason, GRANTEE finds it cannot complete PROJECT, GRANTEE shall report that finding to COUNTY immediately and return any unspent funds granted under this Contract (including monies encumbered by subsequent contracts) to FUND within 14 days of that finding.

(8) Acknowledgement. GRANTEE shall acknowledge that PROJECT was "...financed by Santa Barbara County's Coastal Resource Enhancement Fund, a partial mitigation of impacts from the following offshore oil and gas projects: Point Arguello, Point Pedernales, and Santa Ynez Unit" on a sign located outside the Museum of Natural History in Santa Maria.

(9) Non-Partnership. This Contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

(10) Status of GRANTEE. GRANTEE and GRANTEE's subcontractors shall perform all services under this Contract as independent parties and not as employees, officers or agents of the COUNTY.

(11) Indemnification. GRANTEE shall defend, indemnify, and save harmless the COUNTY and its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission on the part of GRANTEE or its agents or employees. GRANTEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with the Contract.

(12) Semi-Annual Reports; Public Briefing. GRANTEE shall provide COUNTY with semi-annual written reports of the progress of PROJECT until completion of PROJECT. GRANTEE shall submit the progress reports to COUNTY according to the schedule set forth below:

PERIOD	REPORT DUE
April - September	October 15
October - March	April 15

The report shall compare the project's progress to the description, budget and schedule in Exhibit A, including:

(a) The status of each task. This section shall include any proposed changes to the tasks, whether the project is progressing according to the schedule, and anticipated accomplishments in the upcoming months; and

(b) The costs to date compared with the approved budget. The report shall state whether or not PROJECT is progressing within the approved budget and discuss any proposed changes.

GRANTEE agrees to participate in a public briefing, if determined necessary and appropriate by COUNTY, to provide a summary of PROJECT.

(13) Final Report. Within 45 days of completion of PROJECT, GRANTEE agrees to provide to COUNTY a final report, which shall include:

(a) a brief summary of PROJECT's objectives and how these objectives were accomplished,

(b) an itemized list and support documentation of all expenses incurred to complete PROJECT, and

(c) photos of the completed exhibits and improvements.

(14) Records. GRANTEE shall maintain complete financial records that clearly reflect the expenditures of this grant and matching funds in accordance with generally accepted accounting principles and that evidence proper audit trails reflecting the true cost of the services rendered and costs incurred for the project. GRANTEE shall maintain all such records for a minimum of four years after PROJECT completion. GRANTEE agrees that COUNTY's designated representative may, at any time during normal working hours and up to four years after PROJECT completion, review or audit all records regarding performance of this Contract. GRANTEE shall submit to COUNTY copies of findings of any audits which GRANTEE commissions.

(15) Termination.

(a) COUNTY may, in its sole discretion, terminate this Contract for convenience by giving thirty (30) days prior written notice to GRANTEE. GRANTEE shall not incur any unnecessary expenses or costs which are reimbursable under this Contract during this period except those absolutely necessary to close out all activities related to the Contract. COUNTY will not compensate any other charges incurred by GRANTEE during this period unless approved in writing by the DIRECTOR.

(b) COUNTY may terminate this Contract for cause should GRANTEE default in the performance of this Contract or materially breach any of its provisions. Such termination shall be by written notice and shall be effective upon receipt by GRANTEE.

(c) Upon termination of this Contract pursuant to this section, GRANTEE shall within 14 days return any unspent grant funds received from COUNTY under this Contract, and provide COUNTY an itemized list and supporting documentation of all expenses incurred on the PROJECT.

(16) Remedies Not Exclusive. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

(17) Waivers. The waiver by either party to this Contract of any term, covenant, or condition of this Contract or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, ordinance, or law.

(18) Grant Contract Integrated. In conjunction with the matters considered herein, this Contract contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing, executed by the parties to this Contract and by no other means. Each party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

(19) Assignment. This Contract shall not be assigned by GRANTEE without the prior written consent of the DIRECTOR.

(20) California Law to Apply. This Contract shall be governed by the laws of the State of California. Any litigation regarding this Contract or its contents shall be filed in the County of Santa Barbara, if in state court, or in southern California, if in federal court.

(21) Nondiscrimination Clause. GRANTEE shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, which is attached hereto as Exhibit B and incorporated herein by this reference.

(22) Taxes. GRANTEE shall be responsible for payment of all taxes due as a result of the Contract. GRANTEE's Federal Tax Identification Number is 77-0419354.

(23) Point of Contact. The designated contacts for this Contract are:

(a) Kathy McNeal Pfeifer, (805) 568-2507
P&D, Energy Division
123 Anapamu Street
Santa Barbara, California 93101
Email: kathypm@co.santa-barbara.ca.us

(b) Virginia Souza, Board Secretary, (805) 868-5201
Natural History Museum
2252 Fallen Leaf Drive
Santa Maria, CA 93455
Email: vps805@gmail.com

Either party may change its point of contact by providing 30 days written notice to the other party. The DIRECTOR or the Energy, Minerals, & Compliance DEPUTY DIRECTOR may designate a new point of contact for COUNTY.

(24) Ownership of Documents and Intellectual Property. COUNTY shall have Unlimited Rights of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion.

“Unlimited rights” means the right of the COUNTY to have unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, use, reproduce, create and prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, to have or permit others to do so and otherwise use in whole or in part, any Copyrightable Works and Inventions. GRANTEE agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and

This Contract between the County of Santa Barbara and GRANTEE is executed at Santa Barbara, California, on the dates shown below and shall be effective when signed by all parties.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Sheila Labuena*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Jean Hartman*
Chair, Board of Supervisors
Date: 4-5-22

RECOMMENDED FOR APPROVAL:

Planning & Development

By: *Lisa Brown*
Department Head

**COASTAL RESOURCE ENHANCEMENT
FUND GRANTEE
Natural History Museum**

By: *Judy Garrett*
Judy Garrett, Board of Directors, President

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: *[Signature]*
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA
Auditor-Controller

By: *[Signature]*
DocuSigned by:
A99ED58D71D04FB...
Deputy

APPROVED AS TO FORM:

Risk Management

By: *[Signature]*
DocuSigned by:
Ray Aronatoris
5378A4B7985A4D7...
Risk Management

Exhibit A

PROJECT DESCRIPTION, BUDGET, AND SCHEDULE

Project Description.

GRANTEE shall upgrade three existing coastal exhibits at the Natural History Museum in Santa Maria as follows:

- a. *Steelhead Exhibit* – Currently, there is an existing steelhead/beaver exhibit in the Museum. GRANTEE shall:
 - i. Redesign the exhibit with a steelhead leaping out of the existing exhibit, using model fish that depict rainbow trout and juvenile trout.
 - ii. Install new water feature associated with exhibit – location to be inside and/or outside.
 - iii. Install an educational panel that will: 1) house a map of the Santa Maria River system; 2) house an antique photo of fishermen with a string of steelhead; and 3) illustrate the difference between Recovered, Threatened, Endangered and Extinct animals and specific information about the steelhead.
 - iv. Paint a freshwater river on the Museum floor, depicting the two-way movements of steelhead. The “river” will run from the main room out to the main museum room to a glass enclosure that is the “ocean.”
 - v. Design, fabricate and install one new question box regarding watershed and steelhead trout.
 - vi. Customize Creekland’s existing curriculum about steelhead migration, animal adaptations and human interactions for school tours at the Museum.

- b. *Channel Islands Garden* – Currently, the Museum has separate garden areas along the exterior of the Museum (e.g., Chumash Garden and the Pollinator Garden). GRANTEE shall:
 - i. Design and install a Channel Islands Garden adjacent to the cut-out Sea Creatures exhibit that exhibits plants native to the Channel Islands, including drip irrigation.
 - ii. Design, fabricate and install an educational panel that displays images of iconic living species on the Channel Islands with a QR reader to dive deeper into the uniqueness of the islands and the resulting speciation. Install separate plant identification label near each plant.
 - iii. Install a tool shed.
 - iv. Design seasonal classroom educational tour lessons on natural activities (leafing, seeds, blossoms, pollinating, dormancy, greening, etc.) to be used for tours of the Channel Islands Garden.
 - v. Prepare publicity material and schedule field trips.

- c. *Life-Size Sea Creatures* – Currently, the Museum has outdoor life-size cut-outs of a killer whale, two types of dolphins and a great white shark. The exhibit is deteriorating after 15 years of being outside. GRANTEE shall:
- i. Replace existing cut-outs with plywood and veneer where needed and paint all new species on plywood.
 - ii. Add a life-size cut-out of a partial gray whale and a blue toned backdrop to the entire exhibit (simulating water and hiding a chain-link fence).
 - iii. Replace the associated sound system and the recording of whale songs and dolphin clicks (including, adding a voice differentiating between the two whale songs and dolphin clicks).
 - iv. Design, fabricate and install a sign that identify two whalebones and a shell fossil located in the sandy “dig” area nearby.
 - v. Paint fish and the words “Keep Our Oceans Clean” in a nearby area.
 - vi. Design and install an artistic element (e.g., colored cement and/or mosaic tiles) that looks like water surrounding the Dolphin Sculpture. The colored cement feature will depict garibaldi, octopi, and steelhead trout, and lead to the life-size sea creatures.

GRANTEE agrees to operate and allow the public access to PROJECT for a minimum of five years, following installation of the foregoing items with no additional dependence of the Coastal Resource Enhancement Fund for operations or maintenance.

Schedule

Task Description	Completion Date
Design Steelhead exhibit Design and install Channel Islands Garden, including education panel, and publicity material Paint Curbside art	Completed
Install steelhead exhibit, excluding water feature Replace sea creature sound system Install tool shed	April 2022
Prepare steelhead curriculum Schedule school trips, depending on Covid restrictions	September 2022
Fabricate and install steelhead exhibit question box Replace life-size sea creatures and add new one and backdrop Fabricate and install sea creature sign Design and install artistic element around dolphin sculpture Install steelhead exhibit water feature	December 2022
Prepare and submit final report	February 15, 2023

Project Budget

Item/Task	Matching Funds*	Coastal Resource Enhancement Fund Expenditure Amount
Steelhead Exhibit (\$24,564)		
Design exhibit		
Construct, install & paint	\$500	\$4,612
Plexi/tempered glass enclosure		\$7,000
Education panel, including maps		\$3,102
Education kit – school tours	\$350	
Educational kits & fish models	\$5,000	
Water feature		\$3,000
Question box	\$800	
Antique photo and map	\$200	
Subtotal for Steelhead Exhibit	\$6,850	\$17,714
Channel Islands Garden (\$5,600)		
Tool shed	\$500	
Design and planting	\$1,500	
Develop educational curriculum	\$700	
Design, fabricate and install education panel		\$1,750
Newsletter announcing opening, other publicity, and scheduling field trips.	\$1,150	
Subtotal for Channel Island Garden Exhibit	\$3,850	\$1,750
Life-Size Sea Creatures (\$33,335)		
New fronts to existing creatures		\$10,385
New exterior speaker system	\$1,500	
Whale recording	\$550	
Signage for sand area whale bones	\$400	
Artistic feature around outdoor fountain	\$12,500	\$7,500
Watershed education at nearby area	\$500	
Subtotal for Life-Size Creature Exhibit	\$15,450	\$17,885
TOTAL COSTS	\$26,150	\$37,349

* GRANTEE secured a total of \$26,150 as additional monies and in-kind services: \$10,000 from Henry Mayo Newhall Foundation, \$7,500 from an individual donor, \$350 in-kind from Salmon Enhancement Group, \$200 in-kind from Santa Maria Historical Society, \$800 in-kind from Kiwanis Club, \$2,050 from Altrusa International Santa Maria Foundation, \$500 from City Utilities, \$500 in-kind from Home Depot, \$1,500 in-kind from Museum Garden Committee, \$700 in-kind from garden volunteers, \$750 from volunteers and \$1,300 from GRANTEE's own budget.

Exhibit B

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Sec. 2-95. Prohibition of unlawful discrimination in employment practices. The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the County of Santa Barbara or by its joint powers, agencies or agents with the consent of the other parties (hereinafter called "contractor") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after contractor has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contractor or agreement if any the above procedures are not afforded to the contractor. If contractor is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expense of such hearing, including reasonable attorneys' fees to contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If contractor is found to have engaged in such unlawful discriminatory employment practices, contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agent of the county. No records or copies of such records may be removed from the premises of contractor and no disclosure, oral or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, SS 1; Ord. No. 2993, SS 1; Ord. No. 3018, SS 1)

Sec. 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within thirty-six (36) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

Sec. 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

Sec. 2-97. Affirmative action officer. At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expense related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara (Ord. No. 2946, § 1).