

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|----------------------------------|---|
| AGREEMENT NUMBER CCO-22-18128 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|----------------------------------|---|

1. This Agreement is entered into between the State Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Arts Council

CONTRACTOR NAME

Santa Barbara County Office of Arts and Culture

2. The term of this Agreement is:

START DATE

10-01-2022

THROUGH END DATE

09-30-2024

3. The maximum amount of this Agreement is:

\$4,750,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| EXHIBITS | TITLE | PAGES |
|------------|--------------------------------------|-------|
| Exhibit A | Scope of Work | |
| Exhibit B | Budget Detail and Payment Provisions | |
| Exhibit C* | General Terms and Conditions | |
| Exhibit D | Special Terms and Conditions | |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Santa Barbara County Office of Arts and Culture

CONTRACTOR BUSINESS ADDRESS

1100 Anacapa St

CITY

Santa Barbara

STATE

CA

ZIP

93101

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Arts Council

CONTRACTING AGENCY ADDRESS

2750 Gateway Oaks Dr., Suite 300

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Ayanna Kiburi

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE



Exhibits A and B

Application ID: CCO-22-18128

Status: Draft

Status: Draft

EXHIBIT A – SCOPE OF WORK

With support from the California Arts Council, Santa Barbara County Office of Arts and Culture(SBCOAC) will partner with the five other county arts partners in the Central Coast Region to develop and administer the CA Creative Corps grant program for artists(creative strategists-CS) and nonprofits(NPO)/social service agencies(SSA).

Additional Scope of Work Requirements

In addition to the above scope of work, as an Administering Organization of California Arts Council funds for the California Creative Corps Program, you are required to provide the following in adherence to the specifications and timeline established in the [California Creative Corps Guidelines](#):

Collaborate with the California Arts Council on finalizing a detailed description of regrantee activities for a granting period of October 1, 2022 – September 30, 2024, including the following:

- Participate in regular collaboration and monthly meetings with the CAC as well as providing interim and final reports on program outcomes and findings, due November 1, 2023, and October 31, 2024 respectively;
- Reach, engage and ensure impact of the program goals for communities that fall within the lowest quartile of the California Healthy Places Index;
- Develop the following by Monday, January 2, 2023:
 - Regrantee guidelines and application to arts and social service organizations and individual artists/cultural workers throughout your region or statewide to provide media, outreach, and engagement campaigns that increase the following program goals (to be released no later than Wednesday, February 1, 2023):
 1. public health awareness messages to stop the spread of COVID-19;
 2. public awareness related to water and energy conservation, climate mitigation, and emergency preparedness, relief, and recovery;
 3. civic engagement, including election participation; and
 4. social justice and community engagement.
 - Strategies to ensure comprehensive geographic outreach throughout your region or statewide;
 - Strategies for providing mentorship through professional development, workshops, or other opportunities;
 - A detailed plan for increased visibility of the work of artists, cultural practitioners, and nonprofit organizations in their region and/or statewide;
 - Methods for application receipt and review;
 - A timeline for award and payment;
 - A timeline and methods for program evaluation; and
 - Strategies for conflict mediation and resolution.

If you have questions about any of the above deliverables please email Kristin Margolis, creativecorpsgrant@arts.ca.gov.

Please prepare a draft SOW and email it to Kristin Margolis, creativecorpsgrant@arts.ca.gov, for review and approval. Once approved, a copy of the approved SOW will be uploaded to the online grants management system on your Exhibit A.

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

Grant Amount Total: \$4,750,000 for approved California Creative Corps Activities.

Personnel Expenses

| Personnel Expense | Job Title | # of Staff | Rate of Pay | CAC Award |
|-------------------|----------------------|-------------------|-------------|-----------------------|
| Administrative | Artistic | 23 | 100000 | \$2,300,000.00 |
| Administrative | County Arts Partners | 6 County Agencies | | \$942,400.00 |
| Administrative | Panelist Stipends | 10 | 200 | \$2,000.00 |
| | | | | \$3,244,400.00 |

Operating/Production Expenses

| Expense | CAC Award |
|---|----------------|
| Nonprofit/Social Service Agencies | \$1,495,000.00 |
| Translation and Interpretation Services | \$5,000.00 |
| Documentation and Evaluation Services | \$5,000.00 |
| Call for Entry Software | \$600.00 |
| \$1,505,600.00 | |

Total Expenses

| |
|---------------------------------|
| CAC Total Award Expenses |
| \$4,750,000.00 |

ADVANCE PAYMENT PROVISION

Advance payment will be made under this grant with an executed contract, approved invoice and approval of the administering state agency. The approved payment shall not exceed the maximum amount of the contract.

A. CALIFORNIA ARTS COUNCIL (CAC) PROVISIONS

1. STATEMENT OF THE GRANT

This *Grant Standard Agreement (Grant)* is awarded with the understanding that the full Grant amount will be expended during the term of the Grant period to support the project/activity as proposed by the Grantee in the application, and summarized in the *Grant Description and Budget (Exhibit A – Scope of Work & Exhibit B – Budget Detail and Payment Provisions)*. While minor changes in the project/activity are expected, if the Grantee wishes to modify the fundamental intentions of the project/activity, prior written approval of the CAC is required prior to the end of the project/activity period.

2. GRANT CONTRACT RETURN DATES

A copy of the Grant Standard Agreement shall be signed by an individual with authority to legally bind the organization within 30 days from receipt of the contract documents receipt of the grant notification email. If the Grant Standard Agreement is not returned to the CAC by the final date indicated, there could be delays in receiving the grant award payment or forfeiture of the grant.

3. FINAL REPORT

The Final Report shall be submitted to the CAC thirty (30) days after the grant activity end date. Failure to submit the final report could impact eligibility for a future CAC grant.

4. PROGRAM SPECIALISTS AND ORGANIZATIONAL CONTACTS

The designated CAC Program Specialist shall be the primary contact person during the execution of this Grant with responsibility for facilitating communications and efficient interaction between the CAC and the Grantee. The grantee shall also be responsible for designating appropriate staff contact for this grant.

Should a change of the CAC's Program Specialist or of the Grantee's contact occur, the other party shall be notified in writing at the time of the change.

5. GRANTEE NAME CHANGE

An amendment is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6. ACKNOWLEDGMENT OF RECEIPT OF GRANT

Grantees are required to prepare and mail thank you letters to the Governor, the State of California Assembly member and Senator representing the Grantee. Grantee shall return one copy of each letter to the CAC with the Grant agreement. You can identify your State Assemblymember and your State Senator at <http://findyourrep.legislature.ca.gov/>.

7. AMENDMENTS

Grantees can request amendments in the event of a Scope of Work, budget or timeline

change. This request must be done in writing and submitted to CAC no less than sixty (60) days before the end of the grant activity period end date. Requests submitted after this date cannot be processed.

8. COST RECORDS

Grantee shall maintain complete, accurate, and current records of all income, including obligations incurred with respect thereto. Such records, or copies of such records, shall be kept separate from other cost records. During the duration of the activity and for not less than three years after completion or termination of the activity, Grantee shall make available for examination or audit any books, documents, papers, or records pertaining to the activity. Upon request by the CAC, the Grantee shall furnish at its own expense legible copies of materials deemed pertinent, within 10 working days from receipt of the request.

9. MATERIALS DEVELOPED UNDER TERMS OF THE GRANT

a. Ownership

CAC does not claim ownership, copyrights, royalties, or other claims to artwork produced as a result of a CAC Grant. However, the CAC reserves the right to reproduce and use such materials for official, noncommercial purposes.

b. Documentation

Documentation of artwork created and/or activities supported by this Grant is required. Professional quality digital photography is encouraged where feasible, and high-resolution images provided in JPEG format is preferred. For questions regarding photo documentation formats please contact your CAC Program Specialist.

10. CAC ACKNOWLEDGEMENT

a. Logos

In order to further the CAC's effort to create recognition for public arts funding in California, the CAC requires that the Grantee display the CAC logos on all printed and electronic matter (websites, programs, catalogs, postcards, posters, newsletters, leaflets, publications, etc.).

The Grantee shall display the logos at a size and dimension that assures their visibility and the viewers' comprehension of them. If displaying the CAC logo in electronic materials, embed the following link with the corresponding images: www.arts.ca.gov



All logos, as well as the *Logo Usage Guidelines for Grantees*, can be downloaded from the CAC website at <https://arts.ca.gov/logos/>. For additional assistance, contact the CAC Graphic Designer Wendy Moran at wendy.moran@arts.ca.gov.

b. Additional CAC Graphics

The CAC also encourages Grantees to use the California Arts License Plate logo and the Keep Arts in Schools logo on all relevant printed and electronic materials. This will assist the CAC in increasing public awareness of these programs and their support for arts education and local arts programming. If displaying these logos in electronic materials, embed the following links with the corresponding images:

Arts License Plate: www.artsplate.org



Keep Arts in Schools Voluntary Contribution Fund: www.arts.ca.gov/getinvolved/kais.php



c. Acknowledgement Language

Grantee is to acknowledge the receipt of CAC funding by using the following phrase in all materials produced as a result of receiving this award, and in any interviews with the media or during events when appropriate: **“This activity is supported in part by the California Arts Council, a state agency. Learn more at www.arts.ca.gov.”**

d. Disclaimer Language

If published, recorded, or visual material (such as in a magazine, film, video, book or brochure) espouses an editorial viewpoint, Grantee must specify in the material that **“Any findings, opinions, or conclusions contained herein are not necessarily those of the California Arts Council.”**

11. SUBSCRIPTIONS

All Grantees will be subscribed to the *California ArtBeat* newsletter at the email address provided to CAC staff or as noted in the original application. In addition, it is the Grantee’s responsibility to advertise to its arts organization constituents how to subscribe to the *California ArtBeat*.

Instructions: Visit <https://arts.ca.gov/news/artbeat/> and provide your Email Address, First Name, and Zip Code to subscribe.

12. RESOLUTION OF DISPUTES

If Grantee disputes any action by the CAC arising under or out of the execution of this Grant, Grantee shall notify the CAC of the dispute in writing and request a claims decision. The CAC shall issue a decision within 30 days of the Grantee's notice. If the Grantee disagrees with the CAC's decision, the Grantee shall submit a formal claim to the Director of the CAC or to the Director's designee.

The decision of the Director or the Director's designee shall be final and conclusive. The decision may encompass facts, interpretations of the agreement, and determinations or applications of law. The decision shall be in writing following an opportunity for the Grantee to present oral or documentary evidence and arguments in support of the claim.

13. FUNDING CONTINGENCY

This Grant is valid and enforceable only if the State's Budget Act of the appropriate fiscal year makes sufficient funds available to the CAC for the purposes of this program. Additionally, this Grant is subject to any additional restrictions, limitations, conditions, and/or cancellation enacted by the Legislature, which may affect the provisions, terms, or funding of this Grant. The State has the authority to terminate any or all Grants.

14. TERMINATION

It is mutually agreed that either party may cancel this Grant by giving 30 calendar days advance written notice. Within 30 days of termination by either party, Grantee agrees to furnish the CAC with an itemized accounting of funds expended, obligated, and remaining under this Grant.

Failure to comply with the terms of this Grant may lead to the cancellation of this Grant.

B. OTHER STATE OF CALIFORNIA PROVISIONS

The Grantee is responsible for complying with all applicable local, State, and/or Federal laws associated with this Grant.

C. OTHER PROVISIONS

FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS GRANT STANDARD AGREEMENT MAY DISALLOW THE GRANT RECIPIENT FROM FUTURE CAC FUNDING CONSIDERATIONS.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)