

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: \$ _____

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.

Exhibit A – Scope of Work _____ page(s)

Exhibit B – Budget Detail and Payment Provisions _____ page(s)

Exhibit C* – General Terms and Conditions _____

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) _____ page(s)

Exhibit - D* Special Terms and Conditions _____

~~Exhibit E – Additional Provisions~~ *N/A* _____ page(s)

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 www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

STANDARD AGREEMENT (STD 213) - Completion Instructions

Form Field	What To Enter
Agreement Number/ Amendment Number	Enter the agreement number. Enter the amendment number (if applicable). For agreements between state agencies where an additional number is required, enter the other agency's number in the margin above the "AGREEMENT NUMBER".
(#1) State Agency's Name	Enter your agency's full name.
(#1) Contractor's Name	Enter the full legal name of the firm/agency with whom you are contracting.
(#2) Term of Agreement	Enter the term of the agreement. If fixed dates are known, enter (start date) through (end date). If fixed dates are not known, state the terms as known (i.e., performance is to commence upon receipt of written notice from the agency and shall continue through (end date), etc.
(#3) Maximum Amount of Agreement	Enter the maximum amount of the agreement (numeric above and spelled out below). Example: \$1,000.00 One thousand dollars and no cents.
(#4) Exhibits	<p>List exhibits as needed (with corresponding number of pages).</p> <p>Exhibit A - Scope of Work <i>TO BE COMPLETED IF GRANT AWARDED</i></p> <p>All agreements shall have a Scope of Work (SOW). (Refer to State Contracting Manual (SCM) Section 5.35 for what to include in the SOW.)</p> <p>Any necessary attachments specific to Exhibit A, Scope of Work, (i.e., specifications, drawings, etc.) should be listed separately under this exhibit and identified as Attachment I, Attachment II, etc.</p> <p>Exhibit B - Budget Detail and Payment Provisions <i>TO BE COMPLETED IF GRANT AWARDED</i></p> <p>All agreements shall have budget detail, payment provisions, and any language specific to costs, fees, percentages, etc., listed here (see SCM Sections 7.30 through 7.33).</p> <p>Any necessary attachments specific to Exhibit B, Budget Detail and Payment Provisions, (i.e., cost detail, cost sheets, cost analysis, etc.) should be listed separately under this exhibit and identified as Attachment I, Attachment II, etc.</p>

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 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).)

CALIFORNIA ARTS COUNCIL GRANT AGREEMENT

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

A. CALIFORNIA ARTS COUNCIL PROVISIONS

1. STATEMENT OF THE GRANT

This grant is awarded with the understanding that the full grant amount will be expended to support the project/activity as proposed in your application, and to be restated in the Grant Description and Budget (Exhibits A & B), available on the CAC website (<http://www.cac.ca.gov/files/forms.php>). While minor changes in the project/activity are expected, if the Grantee organization wishes to modify the fundamental intentions of the project/activity, prior written approval of the California Arts Council is required.

Matching requirements, if applicable to this grant, are outlined in Appendix A – Program and Reporting Requirements, which can be accessed through the CAC website at <http://www.cac.ca.gov/files/forms.php>. (See Section 6, below).

If travel expenses are included in the approved budget, the State rules governing such expenses shall apply to the Grantee. All travel must be within the State of California.

In order to comply with the provisions of Government Code Section 19130, Grantee must seek prior approval from the CAC when a single printing project exceeds \$5,000. Contact the CAC Contract Analyst Lucy Mochizuki at (916) 322-6337, or email lmochizuki@cac.ca.gov, prior to entering into any contract for printing services if it exceeds \$5,000 to ensure compliance with this grant provision.

2. CAC GRANT RETURN DATE

Standard Agreement (three copies) shall be signed by the Grantee and returned to the California Arts Council within 40 days of the date postmarked.

3. PROJECT MANAGERS

The designated CAC Project Manager shall be the primary contact person during the performance 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 a Project Manager.

Should a change of the CAC's Project Manager or the Grantee's Project Manager become necessary, the other party shall be notified, in writing, 15 days prior to the change. The CAC Project Manager and contact information are identified in Appendix A – Program and Reporting Requirements (see Section 6, below).

4. COSTS AND PAYMENT

Grantee is required to sign and return the three copies of the *Standard Agreement (having reviewed the Grant Agreement Special Terms and Conditions on the CAC website)*, prepare Exhibit A & B, Invoice Form *(for the advance payment as outlined in the standard agreement)*, *State of California Payee Data Record Form*, and copies of *Governor and legislative thank you letters*.

Requirements for an Interim or Progress Payment, if applicable to this grant, are outlined in *Appendix A – Program and Reporting Requirements*.

The final payment of the award will be held pending receipt of the *CAC/NEA Grants Activity Survey*, accompanying *Final Payment Invoice*, and *Final Report (if required)*, which are to be submitted at the completion of the activities supported by this grant and no later than 40 days after the end of the grant period.

Failure to comply with all the Terms and Conditions of this grant agreement, may disallow the grant recipient from future funding consideration.

(See Section 6, below for *Program and Reporting Requirements*.)

5. 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.

6. REPORTING REQUIREMENTS

Appendix A – Program and Reporting Requirements are hereby incorporated by reference and made a part of Exhibit D – Special Terms and Conditions and can be accessed through the CAC website at <http://www.cac.ca.gov/files/forms.php>.

7. MATERIALS DEVELOPED UNDER TERMS OF THE GRANT AGREEMENT

The 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.

We require that you document your work and encourage you to do so using professional photography or in the alternative a high-resolution photo of 300 dpi in .jpd, .psd, or tif (tif saved for windows) format. For questions regarding photo documentation formats please contact the CAC Project Manager.

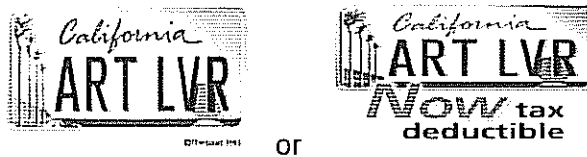
8. CAC ACKNOWLEDGEMENT

- a. The CAC requires that the Grantee display the following 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.

1. California Arts Council. To further the CAC's effort to create brand recognition for the arts in California.



2. California Arts License Plate. To assist the CAC with increasing public awareness of the California Arts License Plate and its support for arts in education and local arts programming.



3. National Endowment for the Arts. A federal agency that supports CAC programs and services.



All of these logos can be downloaded from the Logos & Downloads page of the CAC website: www.cac.ca.gov/download/. For assistance call the CAC Webmaster at (916) 322-6373.

- b. Grantee is to acknowledge the receipt of 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 funded in part by the California Arts Council, a state agency, as well as the National Endowment for the Arts, a federal agency."*
- c. 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 OR THE NATIONAL ENDOWMENT FOR THE ARTS." (Note: It is not required that the notice appear in uppercase letters.)

9. SUBSCRIPTIONS

All Grantees are required to subscribe to the online *California Art Beat* (including all members of the staff and board of directors, where applicable). In addition, it will be the Grantee's responsibility to advertise to its arts organization constituents how to subscribe to the *California Art Beat*.

Instructions: To sign up on the Web, go to: www.cac.ca.gov/enews/
Then follow the subscription instructions as shown on that web page.

10. RESOLUTION OF DISPUTES

If Grantee disputes any action by the CAC arising under or out of the performance 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.

11. FUNDING CONTINGENCY

This Grant is valid and enforceable only if sufficient funds are made available to the CAC by the State's Budget Act of the appropriate fiscal year for the purposes of this program. In addition, 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.

12. 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.

13. TERMINATION

It is mutually agreed that either party may cancel this Grant by giving 30-calendar days advance written notice.

The CAC has the right to require Grantee to stop or suspend work by giving 30-calendar days prior written notice. Within 30 days of such termination, 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.