

**MARINE MAMMAL AND MARINE DEBRIS
PUBLIC AWARENESS PROJECT
CONTRACT BETWEEN THE COUNTY OF SANTA BARBARA
AND CHANNEL ISLANDS MARINE & WILDLIFE INSTITUTE**

This Contract is made by and between the Channel Islands Marine & Wildlife Institute, 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 "CREF") 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 the 2017 CREF funding cycle and found GRANTEE's proposal to fulfill the intent and purpose of CREF by enhancing environmentally sensitive coastal resources.

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 \$16,057 (sixteen thousand and fifty-seven dollars) from CREF (Fund #0063, Dept. #053, Program #5090, Account #7863, Project #1701) 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, 2020. 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.

(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 CREF 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 CREF within 14 days of that finding.

(8) Acknowledgement. GRANTEE shall publicly identify through GRANTEE's facebook and website 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."

(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) copies of each of the six videos, copy of the children's book, photos of the reuseable bags and outreach presentation equipment purchased (e.g., banners, shade tent, audio equipment, etc.), and a list of public events and educational outreach presentations conducted for one year.

(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 77-0648677.

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

(a) Kathy McNeal Pfeifer, 568-2507
P&D, Energy Division
123 Anapamu Street
Santa Barbara, California 93101
Email: kathypm@countyofsb.org

(b) Ruth Dover, (805) 637-0805
Director of Business Operations
Channel Islands Marine & Wildlife Institute
PO Box 4250, Santa Barbara, CA 93140
Email: ruthdover@cox.net

Either party may change its point of contact by providing 30 days written notice to the other party. The DIRECTOR or 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 assignments provided hereunder. GRANTEE warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. GRANTEE at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by GRANTEE hereunder infringe upon intellectual or other proprietary rights of a third party, and

GRANTEE shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. COUNTYs Unlimited Rights shall survive expiration or termination of this Agreement.

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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: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date
: _____

RECOMMENDED FOR APPROVAL:

Planning & Development

By: _____
Department Head

CREF GRANTEE

Channel Islands Marine & Wildlife Institute

By: _____
Ruth Dover, Director of Business
Operations

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Ray Aromatorio
Risk Management

By: _____
Risk Management

Exhibit A

PROJECT DESCRIPTION, BUDGET, AND SCHEDULE

Project Description.

GRANTEE shall increase public awareness and educational outreach throughout Santa Barbara County, focused on marine mammals and human impacts on marine mammals. Specifically, GRANTEE shall:

- Create six educational videos: five 15-second public service announcements that describe the services GRANTEE provides for marine mammals; and one 3- to 5-minute video that explains threats to marine mammals and how the public can help protect marine mammals. The latter video shall meet science standards for 3rd to 5th graders.
- Purchase a custom shade tent with GRANTEE's name and logo, two matching table covers, five advertising banners, an iPad, monitor, projector, screen, and solar generator.
- Print and distribute 250 copies of GRANTEE's children's book, *Marine Mammals & You!*. (The book explains GRANTEE's work to restore the health of a sick stranded sea lion.)
- Fabricate and distribute 250 reuseable bags with the image of the sea lion pup in the *Marine Mammals & You!* book, along with GRANTEE's logo, rescue hot line number and website address.
- Use the event and audio equipment and give presentations and show the videos at various public events. GRANTEE shall participate at Earth Day festivals and Junior Lifeguard programs in Santa Barbara, Carpinteria, Refugio, and Campus Point. GRANTEE shall reach out to conduct presentations to the United Boys & Girls Clubs, Watershed Resource Center, Ty Warner Sea Center, Santa Barbara Museum of Natural History, Santa Barbara Zoo, MOXI The Wolf Museum of Exploration + Innovation, Dunes Center, Natural History Museum of Santa Maria, Cabrillo High School Aquarium and Santa Maria Valley Discovery Museum. The videos shall be public accessible online at GRANTEE's website, Smarty Pants's website, and TED-Ed.

Project Budget

TASK	CREF	IN-KIND SERVICES	TOTAL BUDGET
Create 6 educational segmented videos	\$5,000		\$5,000
Purchase tent, banners and table covers	\$3,002		\$3,002
Purchase iPad and Case, Monitor, Projector, Screen, Adapter, Solar Generator, Solar Panel and Panel Case for Videos/Presentations	\$2,265		\$2,265
Write children book (144 hours @ \$15/hour)		\$2,160	\$2,160
Illustrate children book (136 hours @ \$30/hour)		\$4,080	\$4,080
Print 250 copies of book (\$16.71/book)	\$4,178		\$4,178
Fabricate 250 custom reusable bags (\$6.45/bag)	\$1,612		\$1,612
Outreach/Participate/Present at various events and educational programs (Average of 3 CIMWI volunteers per event/presentation @ \$15/hour)		\$1,530	\$1,530
	\$16,057	\$7,770	\$23,827

Schedule

Task Description	Completion Date
Sign contract with Smarty Pants for creating six videos	April 1, 2018
Purchase customized shade tent, 2 table covers, 5 banners, iPad, monitor, projector, screen, and solar generator	May 1, 2018
Print 250 copies of both book and recycle bags	June 1, 2018
Participate in outreach events and educational presentations	December 31, 2019
Prepare and submit final CREF report	February 15, 2020

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).

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