

**SOUTH CENTRAL COAST REGIONAL CONSORTIUM
MASTER AGREEMENT
ECONOMIC and WORKFORCE DEVELOPMENT FUNDS
SANTA BARBARA COMMUNITY COLLEGE DISTRICT AND
San Luis Obispo County Community College District
Allan Hancock Joint Community College District
Santa Barbara Community College District
Ventura County Community College District
Santa Clarita Community College District
Antelope Valley Community College District**

January 1, 2022 – December 31, 2022

1. RECITALS

This Master Agreement (hereinafter “Agreement”) is entered into between Santa Barbara Community College District (hereinafter “FISCAL AGENT”) and the following community college districts (hereinafter “SUBCONTRACTOR”). FISCAL AGENT AND SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

- San Luis Obispo County Community College District
- Allan Hancock Joint Community College District
- Santa Barbara Community College District
- Ventura County Community College District
- Santa Clarita Community College District
- Antelope Valley Community College District

WHEREAS, FISCAL AGENT was selected to serve as the fiscal agent for Economic and Workforce Development and Perkins 1B funding that supports the work of the Regional Collaboration and Coordination Grant (hereinafter “RCC Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “WEDD”).

WHEREAS, FISCAL AGENT has the right to enter into agreements with outside entities for various services with the approval of its Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to receive and expend Economic and Workforce Development (EWD) funds according to parameters set forth in the Regional Collaboration and Coordination Grant Request for Application (hereinafter “RCC RFA”).

WHEREAS, the SUBCONTRACTOR is entering into this agreement to set the terms and conditions for their agency’s award of the EWD funds, and to be accountable for all deliverables identified in the work plan of the Regional Collaboration and Coordination Grant plan and found in the certified Regional Collaboration and Coordination Plan tab in the California Community Colleges Chancellor’s Office NOVA system (hereinafter, referred to as NOVA.)

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

2. AWARD AMOUNT

Total award amount listed in the Regional Collaboration and Coordination Grant Request for Applications to the South Central Coast Regional Consortium for the EWD (Employer Engagement) funding is **\$1,112,602**. The FISCAL AGENT is authorized to receive a 4% indirect fee of **\$42,792**.

Therefore, the total amount for this Agreement to the Parties is not to exceed **\$1,069, 810** and payment to each SUBCONTRACTOR shall be made in accordance with the terms and conditions of this Agreement. Amounts to be paid to each community college district listed above are as follows:

RCC EWD ALLOCATIONS TO COLLEGES FOR EMPLOYER ENGAGEMENT			
2018-19 FTES CTE, All Students (Credit and NonCredit) LAUNCHBOARD AUG 2021			
	# CTE FTES	% of FTES	Allocation
Allan Hancock	3,094	13.50	\$144,408.71
Antelope Valley	2,998	13.08	\$139,928.03
College of the Canyons	4,594	20.04	\$214,419.40
Cuesta	2,753	12.01	\$128,492.95
Moorpark	2,290	9.99	\$106,882.99
Oxnard	1,183	5.16	\$55,215.10
Santa Barbara City	4,068	17.75	\$189,868.99
Ventura	1,941	8.47	\$90,593.83
Total CTE FTES	22,921	100.0	\$1,069,810

NOTE: The Ventura County Community College District consists of Moorpark, Oxnard and Ventura Colleges.

The obligations of FISCAL AGENT under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the FISCAL AGENT Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, FISCAL AGENT shall provide SUBCONTRACTOR with written notification of such determination, and FISCAL AGENT will reimburse SUBCONTRACTOR for costs incurred up to the termination date, but will otherwise no longer be bound by this Agreement.

SUBCONTRACTOR certifies that funds awarded under this Master Agreement shall be used solely for the purpose of supporting the program for which the funds are awarded. Investments should expand work-based learning, increase student employment, and be responsive to employer workforce needs while expanding and enhancing proven workforce training models and supporting systems that focus on equity, access and inclusion and deeper participation by employers (Exhibit A: RCC RFA page 10-14).

3. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall commence on January 1, 2022 and shall expire on December 31, 2022, unless terminated earlier in accordance with the termination/cancellation provisions of this Agreement.

The SUBCONTRACTOR shall complete the tasks described in the certified plan Regional Collaboration and Coordination Plan in NOVA and funds shall be expended in compliance with the requirements for the funding source and the terms of the Grant Agreement with the Regional Consortium (Exhibit A: RCC RFA).

4. MODIFICATIONS

Written amendments to this Agreement are required for budget changes when there are changes in the total dollar amount of the Agreement and/or the outcome of the Agreement is materially affected. The process for requesting and approving amendments is determined by the Regional Consortium. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortium.

ASSURANCES, CERTIFICATES, TERMS, AND CONDITIONS

Assurances, certifications, terms, and conditions are requirements of SUBCONTRACTOR as a condition of receiving funds. The certified NOVA work plan for the Regional Collaboration and Coordination Grant is a commitment to comply with the assurances, certifications, and terms and conditions associated with the grant as described in Exhibit A: RCC RFA Appendix A: "Guidelines, Definitions, and Allowable Expenditures for information about allowable costs and administrative indirect cost rates" and in Appendix B: Project Workplan.

As a condition of receiving funds, the SUBCONTRACTOR shall do the following:

- Be responsible for the performance of any services provided through funds awarded under this Agreement by partners, consultants, or other organizations.
- Certify that funds awarded shall be used solely for the purpose of supporting the program or programs for which the subcontract was awarded.
- Adhere to providing quarterly expenditure and progress reports, through NOVA, as detailed in Exhibit A: RCC RFA, page 27-28.
- Submit Employer Engagement and Student Outcomes accountability reports. The Regional Executive Director will then collate into an annual Regional Employer Engagement and Student Outcomes report to the region's Chief Executive Officers (CEOs).

5. INVOICING AND PAYMENT

Advance payment of 70% of the total amount of this Agreement will be paid, upon FISCAL AGENT receipt of an invoice and Budget Summary from SUBCONTRACTOR, after the Agreement is fully executed. A detailed invoice shall be submitted along with a Budget Summary on forms provided by the FISCAL AGENT.

SUBCONTRACTOR may request progress payment(s) up to 20% of the total amount of funding in this Agreement upon submission of an invoice and accompanying documentation as required by the

Regional Consortium **and completion of all reports due at the time the invoice is submitted.** Payment of the final 10% will be made upon receipt of an invoice and accompanying documentation as required by the Regional Consortium, and review and approval by the Regional Consortium of expenditure/progress reports and the final report. The FISCAL AGENT reserves the right to request additional reports should they be needed.

6. REPORTING

The SUBCONTRACTOR is required to provide Quarterly Expenditure and Progress Reports that will then be uploaded to NOVA. WEDD may, at its discretion, institute additional reporting requirements or frequency as needed for the improvement of the RCC Grant. As part of the progress reports, colleges are required to submit student outcome data as detailed in Exhibit A: RCC RFA, p. 27-28. Additional reporting guidelines will be provided if issued by the Chancellor's Office.

7. SUBGRANTING AND SUBCONTRACTING

The SUBCONTRACTOR is to be fully responsible to the FISCAL AGENT for the acts and omissions of its subgrantees, subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the SUBCONTRACTOR. SUBCONTRACTOR'S obligation to pay its subgrantees and subcontractors is independent from the obligation of the FISCAL AGENT to make payment to the SUBCONTRACTOR. As a result, the FISCAL AGENT shall have no obligation to pay or enforce the payment of any moneys to a subcontractor.

The SUBCONTRACTOR shall immediately notify the FISCAL AGENT to obtain all approvals for changes or additions to subgrantees not specifically named in the grant Application.

8. RECORDS AND AUDITS

- A. Parties must maintain records regarding use of program funds, and progress made towards objectives and/or performance under the RCC Grant EWD funding provided to SUBCONTRACTOR.
- B. Parties agree that the FISCAL AGENT, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. SUBCONTRACTOR 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, SUBCONTRACTOR agrees to include a similar right of the FISCAL AGENT, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

9. NOTICES/CONTACTS

All notices required or permitted under this Agreement shall be in writing and delivered via email. A Party to this Agreement may also give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other Party. Such notice shall be effective when received, as indicated by a return email acknowledging receipt. Each Party has the responsibility of keeping notice contact information accurate and current.

For FISCAL AGENT:

Name of CCD: Santa Barbara Community College District
Address: 721 Cliff Drive
City, State, Zip: Santa Barbara, CA 93109

For fiscal related matters:
Attention Name: Luann Swanberg
Title: Regional Grant and Fiscal Agent Director
E-mail: lrswanberg@pipeline.sbcc.edu
Telephone: 805.479.7670

For SUBCONTRACTOR:

For project/program related matters:
Attention Name:
Title:
E-mail:
Telephone:

For fiscal related matters:
Attention Name:
Title:
E-mail:
Telephone:

Name and Title of the individual who is authorized to sign the Agreement on behalf of the District.

Attention Name:
Title:

Each Party agrees to notify the other, in writing, within 30 days of changes to project contacts.

10. TERMINATION

A. Without Cause. A Party may suspend or terminate this Agreement upon thirty (30) days advance written notice to the other Party or Parties prior to the requested termination date. Termination of

this Agreement, however, will not invalidate commitments or obligations entered into prior to the date of termination that cannot be cancelled.

- B. With Cause. Each Party may terminate this Agreement upon any other Party's material breach of any provisions of this Agreement. A Party intending to terminate this Agreement pursuant to this subsection shall provide the breaching Party with written notice at least 30 days ("Cure Period") before the effective termination date. Such notice by the non-breaching Party shall specify the provision of this Agreement that was breached by the breaching Party, the acts or omissions of the breaching Party that constitute a material breach of this Agreement, and the corrective action and/or remedy requested from the breaching Party, and provide the breaching Party with an opportunity to cure the material breach within the Cure Period unless the non-breaching Party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. Upon expiration of the Cure Period, and if the breaching Party has not cured the breach and provided written notice of such cure to the non-breaching Party, this Agreement shall terminate effective the day immediately following the expiration of the Cure Period without any further notice by the Parties.

11. DISPUTES

All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the FISCAL AGENT and/or the Chancellor's Office. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the FISCAL AGENT receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of the FISCAL AGENT or the Chancellor's Office, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Chancellor's Office, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to the SUBCONTRACTOR, or otherwise, SUBCONTRACTOR agrees that it will not directly or indirectly stop or delay the work directed by FISCAL AGENT, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

12. INDEMNIFICATION

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, but only in proportion to, and

to the extent such liability, loss, expense, attorney's fees, or claims are caused by or result from the negligent or other wrongful or intentional acts or omissions of the indemnifying authority, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

13. INSURANCE

Acceptance of this Agreement constitutes that SUBCONTRACTOR is not covered under FISCAL AGENT's general liability insurance and that SUBCONTRACTOR agrees, during the term of this Agreement, to maintain, at the SUBCONTRACTOR'S sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to FISCAL AGENT. Specifically, during the term of this Agreement, SUBCONTRACTOR shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. Workers' Compensation: SUBCONTRACTOR shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this Agreement under the employ, supervision or control of the SUBCONTRACTOR.
- B. General Liability: The policy shall contain a combined single limit of liability of not less than \$1,000,000.
- C. Automobile Liability: If automotive vehicles are operated by SUBCONTRACTOR in SUBCONTRACTOR'S performance of obligations under this Agreement, SUBCONTRACTOR shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better. SUBCONTRACTOR shall furnish FISCAL AGENT with Certificates of Insurance evidencing such coverage. Such Certificate shall name FISCAL AGENT as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to FISCAL AGENT. If any of the foregoing coverages expire, change, or are canceled, SUBCONTRACTOR shall notify FISCAL AGENT within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

"Santa Barbara Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."

14. INDEPENDENT CONTRACTORS

For the purpose of this Agreement and all work and services specified herein, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party.

SUBCONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of the FISCAL AGENT. The SUBCONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the FISCAL AGENT, and are not entitled to benefits of any kind or nature normally provided to employees of the FISCAL AGENT and/or to which FISCAL AGENT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The SUBCONTRACTOR assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The SUBCONTRACTOR shall assume full responsibility for withholding and payment of all: Federal, State, Local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the SUBCONTRACTOR'S employees. The FISCAL AGENT will not withhold taxes, unemployment insurance or social security for the SUBCONTRACTOR'S employees or independent subcontractors. The SUBCONTRACTOR agrees to indemnify and hold the FISCAL AGENT harmless from and against any and all liability arising from any failure of the SUBCONTRACTOR to withhold or pay any applicable tax, unemployment insurance or social security when due.

15. ASSURANCES

By signing this Agreement, the SUBCONTRACTOR certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

16. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Agreement, the SUBCONTRACTOR'S award amount includes all applicable Federal, State, and local taxes and duties, and therefore, SUBCONTRACTOR shall be responsible for paying all such costs.

17. EQUAL OPPORTUNITY/NON-DISCRIMINATION

- A. During the performance of this Agreement, SUBCONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in §11135 of the California Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of §422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. SUBCONTRACTOR shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. SUBCONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code, §§12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§7285 et seq.). The applicable regulations of the Fair Employment and Housing

Commission implementing California Government Code §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.

- C. SUBCONTRACTOR shall also comply with the provisions of California Government Code §§11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, title 5, §§59300 et seq.)

18. 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 remain in full force and effect and shall not be affected thereby.

19. WAIVER

Any waiver by FISCAL AGENT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of the FISCAL AGENT to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping the FISCAL AGENT from enforcing the terms of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAWS

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in **Santa Barbara County**, State of California.

SUBCONTRACTOR shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

21. INTELLECTUAL PROPERTY

- A. Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

22. DEBARMENT AND SUSPENSION

- A. By executing this contractual instrument, SUBCONTRACTOR agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98)
- B. By executing this contractual instrument, SUBCONTRACTOR certifies to the best of their knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three (3) year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for (a) commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) violation of Federal or State antitrust statutes; (c) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects SUBCONTRACTOR's present responsibility;
3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in B(2) above;
4. Have not, within a three (3) year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default.

23. ORDER OF PRECEDENCE

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

- 1) the Agreement,
- 2) Exhibit A: Regional Collaboration and Coordination Grant Request for Applications
- 3) the SUBCONTRACTOR's certified Regional Collaboration and Coordination Plan in NOVA

Signature Authorization Page:

Santa Barbara Community College District

Lyndsay Maas
Vice President, Business Services

Date: _____

Kindred Murillo, Ed.D.
Superintendent/President

Date: _____

SBCC Board Approval Date: _____

_____ **Community College District**

By: _____ (Authorized Representative)

Print name: _____

Title: _____

Agency: _____

Board Approval Date: _____