

ORIGINAL

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND CATALYST OF SAN DIEGO & IMPERIAL COUNTIES
FOR CALIFORNIA CREATIVE CORPS: FAR SOUTH / BORDER NORTH: ARTISTS
AND CULTURAL PRACTITIONERS IN COMMUNITY SERVICES**

SERVICES AGREEMENT

This Agreement is entered into by and between the City of San Diego, a municipal corporation (City), and Catalyst of San Diego & Imperial Counties (Contractor) (collectively, the Parties).

RECITALS

- A. The State of California created California Creative Corps (Corps), a grant program administered by the California Arts Council (CAC), including an allocation of state general funds; and
- B. The City has been received an allocation of funds from CAC as one of fourteen Corps administering organizations in California;
- C. The CAC requires that the City only use the funds to design and implement the Corps program "Far South / Border North: Artists and Cultural Practitioners in Community" and to cover costs incurred by the City between October 1, 2022, through September 30, 2024, and for the following allowable uses: program administration and regranting funds as further described in the Scope of Services (Services), attached hereto as Exhibit A;
- D. Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code that is organized and operated under the mission to connect and activate funders to learn, lead, and invest in communities and the vision of an equitable, collaborative, and impactful social change ecosystem that improves the lives of all residents of the region;
- E. Contractor desires to enter into this service Agreement in furtherance of its nonprofit purpose and mission, and in support of the efforts of the City to design and implement Corps program;
- F. City wishes to utilize the services of Contractor for Contractor to manage the disbursement of the funds consistent with the purposes and requirements as further described in Exhibit A. Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services; and City forces are presently unable to adequately provide the Services; and
- G. Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Agreement is exempt from competitive bidding requirements because this Agreement furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

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NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I

CONTRACTOR SERVICES

1.1 Scope of Services. Contractor must provide the Services described in Exhibit A, which is incorporated herein by this reference.

1.2 Contract Administrator. The office of the Commission for Arts and Culture is the Contract Administrator for this Agreement. The Contract Administrator's contact information is as follows:

Christine E. Jones, Chief of Civic Art Strategies
1200 Third Avenue, Suite 924, San Diego, CA 92101
619-236-6661
christinej@sandiego.gov

1.3 Contract Requirements. This Agreement incorporates by this reference State requirements set forth in Exhibit B, and all City requirements set forth in Exhibit C.

1.4 Submittals Required with the Agreement. Contractor is required to submit all forms and information listed in Exhibit C before this Agreement is executed.

ARTICLE 2

DURATION OF AGREEMENT

2.1 Effective Date. This Agreement will be effective on the date it is both executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40.

2.2 Agreement Term. Unless otherwise terminated, this Agreement will remain in effect until completion of Services, or September 30, 2024, whichever is the earliest. (Term) If an extension of the Term is agreed upon in writing by all parties, then such extension may not exceed five years unless approved by the City Council by ordinance.

ARTICLE 3
FUNDS

3.1 Amount of Funds. The City will provide funding to Contractor for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$4,605,000 (Funds). Contractor shall direct and manage Funds for the purpose of implementing this Agreement, and Contractor will be wholly responsible for ensuring the Funds are used only for allowable expenditures under this Agreement, and in accordance with the Corps requirements set forth in Exhibit A.

3.2 Deadline for Use of Funds. Contractor will have until September 30, 2024, to expend all Funds under this Agreement. All Funds not expended in accordance with Exhibit A by September 30, 2024, must be returned to City no later than October 31, 2024.

3.3 Documentation of Expenditures; Disallowance. Contractor must maintain all documentation, and must timely prepare and deliver reports to the City in accordance with Exhibit A, and Exhibit B. If City determines that any amount of Contractor's expenditures under this Agreement lacks the required documentation in any material respect within five business days of making a request for such required documentation, or did not comply with the requirements of funding as set forth in Exhibit A, City will provide notice of such determination to Contractor. Contractor will have 30 business days from the date of such notice to appeal the determination to the City, whose decision on the appeal will be final. Contractor must refund such Funds amount to the City within 45 days of the initial notice if no appeal is filed, or, if an appeal is filed, within 15 days of a final determination by the City that such expenditures lack the required documentation in any material respect or are otherwise ineligible for Corps funding.

ARTICLE 4

4.1 Contract Documents. This Agreement, including its exhibits, constitute the contract documents (Contract Documents). The Contract Documents completely describe the Services to be provided.

4.2 Compliance with Laws. Contractor must comply with all applicable federal, state, and local laws, ordinances, and regulations, including, without limitation, requirements regarding the use of CAC grant funds that are in effect as of the Effective Date of this Agreement and that may later be enacted or promulgated. Without limiting the foregoing, Contractor must comply with all applicable State requirements set forth in Exhibit B, and all City requirements set forth in Exhibit C, attached hereto.

4.3 Notices. Unless otherwise specified, in all cases where notice is required in this Agreement, Notice shall be in writing and transmitted to the authorized contact persons of City, as applicable, and as designated in Article 1.2 of this Agreement, by one or more of the following methods: (a) electronic mail; (b) messenger for immediate personal delivery; (c) a nationally recognized one business day delivery service (i.e., Federal Express, United Parcel Service, etc.); or (d) registered or certified mail, postage prepaid, return receipt requested, through the United States Postal Service. Notice may be sent in the same manner to such other addresses as either Party may from time to time designate, in accordance with this Article 4.3. Notice shall be deemed received by the addressee on the date sent by electronic mail, if sent before 3:00 p.m. Pacific Time, the date the notice is delivered by personal delivery, on the date the notice is delivered by a nationally recognized overnight delivery service, or five calendar days after the notice is deposited with the United States Postal Service as provided in this Article 4.3. Rejection, other refusal to accept, or the inability to deliver a notice because of a changed address of which no notice was given, shall be deemed receipt of the notice. Any party to this Agreement may change its notice address by notice delivered in accordance with this Article 4.3.

(b) Termination for Default. If Contractor fails to perform its obligations under this Agreement, the City may send Contractor a written notice of default that specifies the nature of the default. Contractor shall cure the default within 30 business days following receipt of the notice of default, and earlier if reasonably possible under the circumstances, or within such additional time period to which City may agree, which agreement shall not unreasonably be withheld. If Contractor fails to cure the default within that time, the City may terminate this Agreement by giving Contractor written notice of termination, effective immediately upon receipt. Following receipt of such notice of termination, Contractor shall promptly provide City's administrator with documentation of Funds expenditures setting forth its total actual expenditures for the intended purposes as of the effective date of termination. Contractor shall promptly refund to City, as determined by City, all Funds paid to Contractor under this Agreement that exceed the Contractor's total actual expenditures made in conformance with this Agreement, as determined by City's administrator, as of the effective date of termination. The City may also seek any and all legal and equitable remedies against Contractor for breaching this Agreement. Actual liability of a party arising out of or related to this Agreement shall be several and not joint. Nothing contained in this Article 4.5 shall limit a Contractor's duty to defend or indemnify in accordance with Article 4.8; provided, however, that the limitations of liability noted therein shall apply.

The City may, by written notice to the Contractor stating the effective date, terminate this Agreement without cause, at any time, with respect to any one or more of the other parties to this Agreement; provided, however, that City shall endeavor to negotiate with Contractor in good faith to amend this Agreement as reasonably needed to address the City's underlying concerns, rather than proceeding with termination. Within ten business days of receipt of notice of such termination, the party or parties to whom the termination applies shall return to City any unexpended Funds paid to them under this Agreement, and shall make any final reporting within 15 business days after receipt of notice of such termination.

(a) Termination without Cause.

4.5 Termination of Agreement.

4.4 Audit and Inspection of Records. At any time during normal business hours and upon reasonable notice, Contractor must make available to the City for examination all of their respective records with respect to all matters covered by this Agreement, and will permit the City to audit, examine, and make or receive copies of such records, and make or receive copies of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Agreement as to the Funds. Unless otherwise specified by the City, said records shall be made available for examination within San Diego County. Contractor must maintain such records in an accessible location and condition for a period of not less than five years after all Funds have been expended or returned to City, or submission of the final report, whichever is later. The State of California and any federal agency having an interest in the subject of this Agreement will have the same rights conferred upon City by this Agreement.

4.6 Independent Capacity. In the performance of this Agreement, Contractor and their respective officers, agents, subcontractors, employees, and volunteers, must each act in an independent capacity and not as officers, employees, agents, or volunteers of the City or each other. This Agreement does not create an employment relationship between the Contractor and the City, or any of their respective officers, agents, employees, and volunteers.

4.7 Insurance. Contractor must procure and maintain for the duration of the Agreement insurance, as further described in Exhibit C, against claims for injuries to persons, damages to property, and all other claims which may arise from or in connection with the performance of this Agreement, and the results of that work by Contractor. Contractor shall deliver to City, and shall ensure that each Subcontractor delivers to City, a current certificate of insurance with attached policy endorsements demonstrating all Insurance Requirements in Exhibit C.

4.8 Defense and Indemnity. To the fullest extent permitted by law, Contractor will, severally and not jointly, protect, defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless City and its elected officials, officers, representatives, agents, and employees (“Indemnified Parties”) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, court costs, litigation expenses, fees of expert consultants or expert witnesses reasonably incurred in connection therewith, and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any performance of services under this Agreement, including: (i) grants made under this Agreement that do not comply with the eligibility requirements and criteria of Exhibit A; (ii) improper or inaccurate records kept regarding such grants; (iii) violation of law or a certification by Contractor; or (iv) Contractor’s act(s) or omission(s). For purposes of this Article 4.8, “Contractor” includes Contractor, any subcontractor of a Contractor, anyone directly or indirectly employed by either of them, or anyone that either of them controls. A Contractor’s duty to defend, indemnify, protect, and hold harmless does not include any claim or liability arising from the sole negligence or willful misconduct of the Indemnified Parties.

For avoidance of doubt, and without limitation, the defense and indemnity obligations set forth in this Article 4.8, specifically apply to any actions against the City by a state agency to disallow funds, or otherwise enforce compliance under the CAC requirements or other State requirements; however, Contractor will not be liable for grants made in compliance with the guidelines set forth in this Agreement and any Exhibit hereto.

4.9 Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of California.

4.10 Venue. The venue for any suit concerning this Agreement, the interpretation of application of any of its terms and conditions, or any otherwise related disputes shall be in the County of San Diego, State of California.

4.11 Assignment. Contractor may not assign or transfer any interest in this Agreement without the prior written consent of the City.

4.19 Force Majeure. If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather, or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

4.18 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Agreement. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Agreement as provided herein if City, in its sole discretion, determines the delay is material.

4.17 Recognition. If Contractor chooses to publicize the arrangements reflected in this Agreement, and to give written recognition to the City relating to this Agreement, they must recognize the City of San Diego, not one or more individual City employees.

4.16 Remedies. The rights and remedies in this Agreement are in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

4.15 Survival. Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of this Agreement.

4.14 Waiver. The failure of one party to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce that, or any other term, covenant, or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.

4.13 Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by a written agreement executed by duly authorized representatives of all parties.

4.12 Entire Agreement. This Agreement constitutes the entire agreement between Contractor and City regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. All capitalized terms throughout this Agreement and its incorporated exhibits, have the same meaning.

4.20 Counterparts. This Agreement may be executed in counterparts, and taken together, such counterparts constitute one agreement, binding on all Parties hereto.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CATALYST OF SAN DIEGO & IMPERIAL
COUNTIES
A Nonprofit Corporation

CITY OF SAN DIEGO
A Municipal Corporation

By: M Thomas

By: [Signature]

Name: Megan Thomas

Name: Claudia C. Barca

Title: President & CEO

Title: Director of Purchasing & Contracting

Date: 11/10/22

Date: January 3, 2023

Approved as to form this 9th day of
January, 2023
MARA W. ELLIOTT, City Attorney

By: [Signature]
Deputy City Attorney

Jon D. Dwyer
Print Name

- COVER PAGE -

Exhibit A

EXHIBIT A SCOPE OF SERVICES

1. OVERVIEW

Contractor will provide the City with strategic and ongoing administrative support for the pilot California Creative Corps program “Far South/Border North: Artists and Cultural Practitioners in Community” (FSBN) by regranting Funds directly to individual artists and cultural practitioners, and to organizations to hire artists.

2. BACKGROUND

The City, through the office of the Commission for Arts and Culture, was awarded a grant to administer a new pilot California Creative Corps program. The intent of the City’s Creative Corps program called FSBN, is to develop opportunities and build infrastructure for the creative workforce to contribute to social justice, public health, energy and water conservation, climate mitigation, and civic engagement. Opportunities will center on artists and cultural practitioners with media, outreach, and engagement campaigns that focus on the needs of communities in the lowest quartile of the California Healthy Places Index in San Diego and Imperial Counties.

The grant funding is part of \$60 million recently awarded to 14 statewide administrating organizations by the California Arts Council (CAC). The grant funding will support the administration of FSBN in the service area, defined by the CAC as the “Far South Regional Service Area,” which includes the geographical boundaries of both San Diego and Imperial Counties. The City’s grant award necessitates a partnership with a nonprofit agency in order to implement the FSNB program in the Far South Regional Service Area.

Catalyst of San Diego and Imperial Counties works with local, statewide and national funders who are seeking to learn about and fund solutions in San Diego and Imperial Counties. Over the past 40+ years, the organization which formally changed its name from San Diego Grantmakers to Catalyst of San Diego and Imperial Counties in 2020, has grown from a group of philanthropists to a broad, action-driven network of organizations that collaborate across sectors with foundations, community organizations, government entities, business, impact investors, and more. In recent years, the non-profit agency has launched the binational migration funders collaborative, granted millions in funding for grassroots racial equity and climate justice efforts through the Social Equity Collaborative Fund, a participatory grantmaking fund, and partnered with the City as well as the Central Black Chamber of Commerce to distribute \$1.7 million in small business relief funds. Catalyst of San Diego and Imperial Counties has been chosen as the Contractor in the Agreement for FSBN program administration and regranting Funds based on its existing framework, relevant experience, and demonstrated ability to expeditiously provide the City with the proposed services; its demonstrated history of working collaboratively with funders, nonprofit organizations, local and tribal governments; and its relationship to and connection with organizations serving economically disadvantaged communities in the lowest quartile of the California Healthy Places Index in San Diego and Imperial Counties.

- 4.5.1 Use of the City and CAC logos is required on all printed and electronic materials and websites that specifically reference a FSBN grant.
- 4.5 City will lead all FSBN marketing and promotion, media releases, campaign website content, and brand-visibility campaigns to highlight award recipients. Contractor and subcontractors will work with City on marketing and promotion, as needed.
- 4.4 Contractor will issue or direct payments to selected award recipients, monitor payment schedules, and maintain record of all payments.
- 4.3 Contractor must identify organizations to serve as social impact hubs (Hubs) in coordination with City, and subcontract with and manage those designated Hubs to ensure mentoring through convenings, networking, and other opportunities for artists and cultural practitioners, and to organizations over the course of the reganting application, award, and activity period as described in Section 6.
- 4.2 Contractor must manage the application processes for artists and cultural practitioners and organizations through the application period, application screening, adjudication, award management, and grantee reporting, based on the requirements outlined in Section 6, and the Agreement to which this exhibit is attached.
- 4.1 Contractor will administer FSBN to regant Funds to individual artists and cultural practitioners, and to organizations to hire artists in the Far South Regional Service Area, as described in Section 6.

4. SERVICE DELIVERY

Contractor will administer the FSBN reganting process and award dispersal, help with applicant cultivation, outreach, and technical assistance, and provide programmatic support for artists and cultural practitioners through social impact hubs to incubate and carry out media, outreach, and engagement campaigns designed to increase: (1) public health awareness messages to stop the spread of COVID-19 unless otherwise specified by CAC; (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. The overall goals for FSBN program are to provide a significant number of artists and cultural practitioners financial support to continue their practice, to inspire change, contribute to the health and well-being of Far South Regional Service Area communities in the lowest quartile of the California Healthy Places Index, and support meaningful engagements with those communities in the four program focus areas.

3. GOALS AND OUTCOME OBJECTIVES

- 4.5.2 An acknowledgement of CAC and City is required on all printed and electronic materials and must include: "This activity is funded in part by the California Arts Council, a State agency."
- 4.6 City will organize a culminating public impact day to highlight FSNB. Contractor and subcontractors will work with City on organizing public impact day, as needed.
- 4.7 Contractor and subcontractors will collaborate with City on finalizing details for regranting activities and program evaluation, and schedule them within the Agreement Term.
- 4.8 Contractor and subcontractors must participate in regular collaboration and meetings with City.
- 4.7 Contractor must provide information monthly, and provide interim and final reports to the City, as described in Section 7.

5. GRANT ELIGIBILITY REQUIREMENTS

- 5.1 **Target Population.** Contractor will approve regranting of Funds to eligible individual artists and cultural practitioners and organizations to regrant to artists under the requirements set forth in this Section 5 and Section 6, inclusive. Within the eligible target population, Contractor must establish the internal prioritization for scoring applications in coordination with the City to include priority consideration to artists and cultural practitioners, and to organizations located in the lowest quartile of the California Healthy Places Index, which are historically economically disadvantaged communities, to hire artists.
- 5.2 **Priority Consideration.** Contractor must give priority consideration to artists and cultural practitioners, and to organizations to hire artists that:
 - 5.2.1 Are located within the lowest quartile of the California Healthy Places Index geographic boundary, which are historically economically disadvantaged communities.
 - 5.2.2 Serve areas within the lowest quartile of the California Healthy Places Index geographic boundary, which are historically economically disadvantaged communities.
 - 5.2.3 Possess other considerations identified by the Contractor and approved by the City using similar metrics that meet the intent of the priorities.
- 5.3 **Geographical/Regional Service Area.** Funds must be available within the boundaries of the Far South Regional Service Area as specified in Section 2.

6. SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY

- 6.1. Contractor will regant FSNB Funds to eligible artists and cultural practitioners, and to organizations to hire artists as set forth in this Exhibit A.
- 6.2. Partners. Contractor must work with the San Diego Regional Arts and Culture Coalition and the identified Hubs as subcontractors for service delivery as set forth in this Exhibit A unless otherwise directed by the City.
- 6.3. Outreach. Contractor must engage in robust outreach to ensure comprehensive FSNB geographic reach within the Far South Regional Service Area to artists and cultural practitioners, and to organizations to hire artists. Contractor must also cultivate ongoing relationships with intergenerational community-recognized leaders and organizations residing in the lowest quartile of the California Healthy Places Index in the Far South Service Area for the program.
- 6.3.1 Contractor must oversee specialized, community-based outreach that targets artists and cultural practitioners, and targets organizations in areas of Target Population and Priority Consideration, before and after the application cycle opens. Outreach tasks may include, but may not be limited to:
 - (a) Disseminating presentations flyers, and other materials through community and information sessions and events that are translated into multiple languages, as necessary;
 - (b) Providing targeted education and technical assistance opportunities about the application process among areas of Priority Consideration by leveraging Hubs and other culturally and community competent facilitators;
 - (c) Contractor will cultivate trusted community-based organizations in and serving areas of Priority Consideration to provide outreach to hard to reach communities and prospective applicants, coordinating the distribution of information with community partners as identified by the City and other partners.
 - (d) Identifying prospective applicants that would benefit from receiving support to accurately complete an application for FSNB and provide assistance;
 - (e) Maintaining records of the assistance provided; and
 - (f) Collecting feedback on the needs of targeted prospective applicants and applicants.

6.3.2 Contractor must develop strategies for conducting outreach in alignment with this Section 6.3, and submit an outreach plan to City for review and feedback prior to release of guidelines described in Section 6.4.2.

6.4 Regranting. Contractor must administer two FSNB funding cycles, one for direct funding to individual artists and cultural practitioners, and the second for funding organizations to hire artists, unless otherwise directed by the City. Grantmaking tasks will include, but are not limited to:

6.4.1 Opening the application period for the first application cycle no later than February 1, 2023, and the second cycle no later than May 8, 2023, unless otherwise directed by the City. The application period must be open for at least 30 business days for each cycle.

6.4.2 Developing regranting guidelines and an online application platform to receive, track, and monitor applications for each funding cycle. Guidelines and application for each cycle must be submitted to the City for approval prior to release. Guidelines and application for the first cycle must be developed and submitted to the City for review by December 1, 2022, unless otherwise directed by the City.

6.4.3 Providing outreach and technical assistance as specified in Section 3, holding application workshops/webinars, and facilitating communications with prospective applicants, applicants, and grantees.

6.4.3.1 Contractor must host a minimum of two information sessions for each application cycle.

6.4.3.2 Contractor must hold office hours for prospective applicants to assist prospective applicants and applicants in applying (a minimum of 20 hours per application cycle).

Contractor must ensure that all FSNB activities are accessible for the disabled (Accessibility).

6.4.5 Administering the application screening and adjudication for each cycle in phases involving: eligibility screening; a peer-review panel representing diverse backgrounds, expertise, identifies, and geographies; and application review and scoring by panels using criteria specified Section 6.5, taking into consideration Priority Consideration in Section 5.2. Contractor may have the panel for each cycle conduct interviews with shortlisted applicants if needed. From this evaluation process, applicants will be recommended to the Contractor and City for awards. Panel recommendations will be reviewed collaboratively between the Contractor and City to make final decisions.

- 6.4.5 Contractor must administer awards for each cycle, including award dispersal, monitoring award recipients during the grant activity period, and reporting.
- 6.4.5.1 Approximately 14 artists and cultural practitioners will receive FSNB Funds through both cycles unless otherwise directed by the City, and Contractor must collaborate with City to determine number of awardees per cycle. Grant amounts for individuals and for organizations to hire artists will be per artist or cultural practitioner for utilization over 12-months as described in Section 9, unless otherwise directed by the City.
- 6.4.5.2 Contractor will develop award agreements outlining award recipient obligations to participate in Hub activities and scope, and carrying out a media outreach or engagement campaign in communities in the lowest quartile of the California Healthy Places Index in the Far South Regional Services Area in alignment with the FSNB, and participate in a public impact day. The agreement must also outline the award payment schedule, deliverables, and reporting requirements. An award agreement template for each cycle must be submitted to the City for approval prior to award issuance.
- 6.5 Criteria. Contractor must disburse awards from Funds to eligible applicants by certifying and documenting compliance with the following eligibility requirements:
 - 6.5.1 Individuals: Contractor must regrant Funds as specified in Exhibit A to individual artists and cultural practitioners ages 18 and above, as defined by the City and residing in the Far South Regional Service Area.
 - 6.5.2 Organizations: Contractor must regrant Funds as specified in Exhibit A to units of government and nonprofit organizations (both arts- and non-arts-based) with headquarters in the Far South Service Area with the following eligibility criteria:
 - 6.5.2.1 501(c)(3) organization (applicant or fiscal sponsor): Nongovernmental applicant organizations must demonstrate proof of nonprofit status under section 501(c)(3) of the Internal Revenue Code, or section 23701d of the California Revenue and Taxation Code.
 - 6.5.2.2 Local government: A unit of municipal or county government, or a tribal government.

6.5.2.3 Applicant organizations using fiscal sponsors: An applicant organization that is without nonprofit status must use a California-based fiscal sponsor with a federal 501(c)(3) designation to apply for funding. For-profit businesses and individuals may not use a fiscal sponsor to apply for Funds. Types of applicant organizations eligible to apply using a fiscal sponsor include, but are not limited to artist collectives, guilds, and 501(c)(6) organizations.

A letter of agreement between the fiscal sponsor and the applicant organization must be signed by a representative from both parties, and submitted with the application. If Funds are awarded, the fiscal sponsor becomes the legal award agreement holder. A fiscal sponsor change is not permissible during the funded activity period, except in extenuating circumstances based on Contractor assessment and approval of the City.

Fiscal sponsors must have a minimum two-year history of consistent engagement in arts programming or services prior to the application deadline. (Acting as a fiscal sponsor to arts and cultural organizations is considered an arts service.)

All Funds sub-granted to organizations must be regranted solely to artists.

6.5.3 Applications from eligible individuals and organizations must be reviewed and selected on the following criteria: Health Equity, Project Design, Community Engagement, and Accessibility. This criterion must be further defined by the Contractor and approved by the City to meet the goals and intent of the FSNB program.

- 6.6 For each applicant, Contractor must maintain records consisting of submitted applications and eligibility documentation attached thereto, and any other documentation or materials.
- 6.7 Contractor must maintain documentation confirming eligibility requirements.
- 6.8 Contractor must maintain payment information for each applicant, as provided, and all other information required by law.
- 6.9 Social Impact Hubs. Contractor must identify organizations to serve as the five social impact hubs (Hubs) in coordination with City, and subcontract with and manage those designated Hubs. Contractor must oversee a pairing process to pair grantees with Hubs for each funding cycle. Hubs will serve as the organizing bridge between the grantees, the program's four focus areas as specified in this

Exhibit A, and communities in the lowest quartile of the California Healthy Places Index in the Far South Regional Services Area. Hub services must include, but are not limited to:

- 6.9.1. Contractor must train Hubs, and ensure Hubs participate in training(s), to be equipped for recruitment and promotion of FSN opportunities to prospective applicants and applicants.
- 6.9.2 Contractor must ensure Hubs cultivate applicants for both application cycles.
- 6.9.3 Contractor must ensure Hubs can serve on panels to help evaluate applications for both application cycles as needed.
- 6.9.4 Contractor must organize and oversee Hub mentoring orientation and periodic Hub check-in meetings, and ensure that each Hub participates.
- 6.9.5 Contractor must ensure that each Hub develops a grantee mentoring plan (schedule, networking curriculum, etc.) prior to issuance of award agreements for each cycle. Plan will be informed by a standardized FSN program mentoring schedule that each Hub will follow and potentially augment. Contractor must develop the standardized mentoring schedule in coordination with City and other partners prior to release of guidelines described in Section 6.4.2.
- 6.9.6 Contractor must ensure that Hubs develop materials, tools, and resources for each cohort related to the Hub's focus area(s), and public outreach and engagement best practices.
- 6.9.7 Contractor must oversee and work with Hubs to organize and hold 3 to 4 convenings for each cohort for learning, networking, and ideation on focus area(s), public engagement, and outreach strategies.
- 6.9.8 Contractor must oversee and work with Hubs to organize 1 to 2 cross-hub networking events for each cohort to encourage cross-pollination of ideas for campaigns.
- 6.9.9 Contractor must ensure Hubs serve as a guide, and mentor grantees in scoping their media outreach and engagement campaigns.
- 6.9.10 Contractor must oversee and work with Hubs to facilitate City feedback and approval of a scoped campaign for each grantee.
- 6.9.11 Contractor must ensure Hubs oversee grantees as they carry out their campaigns.

- 6.9.12 Contractor must ensure Hubs liaise with community members, grantees, City, and other partners to resolve any conflicts, should they arise, before, during, and after campaigns.
- 6.9.13 Contractor must ensure that Hubs help to organize and coordinate cohort participation in a brand-visibility campaign to showcase grantees.
- 6.9.14 Contractor must ensure that Hubs help to organize and coordinate cohort participation in the FSNB program's culminating public impact day.
- 6.9.15 Contractor must ensure Hubs liaise to ensure grantees are meeting the award agreement obligations and reporting requirements.
- 6.9.16 Contractor must ensure each Hub provides an interim and final report to on Hub activities.

7. DATA COLLECTION AND REPORTING REQUIREMENTS

- 7.1 Contractor will establish and maintain the following to be made available to City within 30 calendar days of contract execution, if applicable:
 - 7.1.1 Individual electronic folders that contain, but may not be limited to, the following information: completed grant applications; documentation of priority requirements; documentation confirming whether applicants met eligibility requirements; the date of approval or disapproval for each application, and the date of such notification to applicant; and the award issued (including the date of issuance and award amount).
 - 7.1.2 Monthly Report: Contractor must submit a monthly report to the City by the 15th day of the following month with information on regranting and Hub activities, including but not limited to:
 - 7.1.2.1 Number of applications received and detailed information about the applicant pool.
 - 7.1.2.2 Status of applications.
 - 7.1.2.3 Awards issued: including name of recipient, location of recipient, total number of awards issued, and Hub assignments.
 - 7.1.2.4 Number of information sessions/application workshops held.

- 7.1.2.5 Number of office hours held.
- 7.1.2.6 Number of Hub cohort events held.
- 7.1.2.7 Status of grantee campaign development and implementation.
- 7.1.2.8 Grantee scoped campaign designs.
- 7.1.2.9 Documentation in the form of images or videos showing the application phases, Hub activities, and each grantee campaign during implementation in California Healthy Places Index communities.
- 7.1.3 Interim Performance Report. Contractor must provide an interim performance report on program and administrative costs and program outcomes and findings by October 1, 2023.
- 7.1.4 Final Performance Report. Contractor must provide a final performance report on program and administrative costs and program outcomes and findings by September 30, 2024.
- 7.2 Contractor must develop methods and acquisition of data sets necessary to measure, at minimum, the qualitative and quantitative outcomes listed below and incorporate findings into the reports described in Sections 7.1.3 and 7.1.4.
- 7.2.1 Qualitative Outcomes
 - Engagement of cross-sector partnerships.
 - Establishment of ongoing relationships with intergenerational community-recognized leaders residing in the lowest quartile of the California Healthy Places Index to define needs and opportunities, and to develop strategies and infrastructure to respond to them.
- 7.2.2 Quantitative Outcomes
 - Total number of new communities served (counties and cities not strongly represented in prior CAC grantmaking).
 - Total number of organizations engaged.
 - Total number of artists employed.
 - Total number of artists who identify as representing communities residing in the lowest quartile of the California Healthy Places Index.
 - Total number of workforce hours.
 - Total number of permanent positions created for artists in state and municipal government departments.
 - Shift in attitude and readiness of community members to engage in healthy behaviors related to the COVID-19 pandemic.

- Shift in attitude and readiness of community members to engage in behaviors that support water and energy conservation.
- Shift in attitude and readiness of community members to participate in election activities.
- Shift in attitude and readiness of community members to engage in activities that support social justice outcomes.
- Total number of community listening sessions conducted.
- Total number of community listening sessions conducted in languages other than English.
- Total number of marketing and outreach collateral developed and distributed.
- Total number of marketing and outreach collateral developed and distributed in languages other than English.

Contractor will collaborate with City on collecting any additional data required by CAC.

8. AUTOMATION REQUIREMENTS

Email and Internet. Contractor must maintain electronic mail capabilities through the Internet. However, Contractor is prohibited from transmitting confidential participant information via email or the Internet without requisite encryption protection or other methods that ensure the secure transmission of personal information.

9. PROGRAM AND ADMINISTRATIVE COSTS

Contractor must use the Funds provided under this Agreement as outlined below:

- 9.1 \$2,850,000 must be distributed under this Agreement for awarded artists and cultural practitioners' salaries to implement FSBN campaigns, equaling \$25,000 amounts each, unless otherwise directed by the City.
- 9.2 \$950,000 must be distributed under this Agreement for awarded artists and cultural practitioners' project costs to implement FSBN campaigns, equaling \$8,333 or \$8,334 amounts each, unless otherwise directed by the City.
- 9.3 Contractor, as a charitable organization, may use a portion of the Funds distributed under this Agreement for the payment of its costs of administering the services to develop and implement FSBN as set forth in this Exhibit A, in an amount not to exceed \$805,000 of total Funds; provided that the use of funding under this Agreement for any such administrative costs is allowable by CAC. The amount must include Contractor's standard designated fund fee, program specific costs, direct expenses, subcontractor expenses, and any indirect cost rate. The amount must also include specific subcontractor expenses as follows:

- 9.3.1 San Diego Regional Arts and Culture Coalition subcontractor expenses in an amount of \$150,000, unless otherwise directed by the City.
- 9.3.2 Hub subcontractor expenses in an amount of \$475,000, equally distributed amongst the five Hubs, unless otherwise directed by the City.

Exhibit B

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EXHIBIT B STATE REQUIREMENTS

Contractor must comply with all requirements of the City set forth in the Agreement and the exhibits thereto, including the FSNB program requirements of Exhibit A in addition to the following state California Arts Council (CAC) requirements, including as follows:

1. CAC General Requirements:

The CAC provides grant funding to individual artists and is mandated both by federal and state regulations to fund arts organizations that have proof of nonprofit status under sec. 501(c)(3) of the Internal Revenue Code (Fiscal Receivers are eligible in some programs), or under sec. 23701d of the California Revenue and Taxations Code, or entities that are a unit of government; and that comply with the Civil Rights Acts of 1964, as amended; sec. 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Drug-Free Workplace Act of 1988; California Government Code secs. 11135-11139.5 (barring discrimination); the Fair Labor Standards Act, as defined by the Secretary of Labor in part 505 of title 29 of the Code of Federal Regulation; the Americans with Disabilities Act of 1990 ("ADA"); the Fair Employment and Housing Act; and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

1.1 **Ownership, Copyrights, Royalties, Credit:** The CAC does not claim ownership, copyrights, royalties, or other claim to artwork produced as a result of a CAC grant. However, the CAC reserves the right to reproduce and use such material for official, noncommercial purpose, including but not limited to use on the CAC website, social media, and print materials. In addition, the CAC requires documentation of grants activity and appropriate credit for CAC partial support.

- 1.2 **CAC Funds can't be used for:**
- Expenses incurred before the start date or after the ending date of the grant activity period expenses that would supplant other state funding.
 - Operational, administrative, or indirect costs of schools, colleges, or universities.
 - Fundraising activities or services such as grant writing, annual campaigns, or fundraising events Lobbying activities that are intended to influence the actions, policies, or decisions of government officials or specific legislation. Programs or services intended for private use, or for use by restricted membership (including programs that require college or university enrollment for participation).
 - Projects with religious purposes.
 - Trusts, endowment funds, or investments.
 - Construction projects, purchase of land and buildings, or capital expenditures used to maintain, upgrade, acquire, or repair capital assets.
 - Equipment purchases (equipment rentals are eligible).
 - Debt repayment.
 - Hospitality expenses, meals, or food.
 - Out-of-state travel.

Exhibit C

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EXHIBIT C CITY REQUIREMENTS

1. **Contractor Certification of Compliance.** By signing this Agreement, Contractor certifies that it is aware of, and will comply with, these City-mandated clauses throughout the duration of the Agreement.

2. **Drug-Free Workplace Certification.** Contractor must comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Agreement by this reference.

3. **Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor must comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor must comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also must comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Agreement by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations. (Accessibility)

4. Non-Discrimination Requirements.

4.1. **Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor must comply with City's EOCP Requirements. Contractor must not discriminate against any employee or applicant for employment on any basis prohibited by law, and must provide equal opportunity in all employment practices. Prime contractors must ensure that their subcontractors comply with this program. Nothing in this Section may be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

4.2. **Non-Discrimination Ordinance.** Contractor must not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor must provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause will be considered a material breach of the Agreement and may result in Agreement termination, debarment, or other sanctions. Contractor must ensure that this language is included in contracts with any subcontractors, vendors, and suppliers.

4.3. **Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid for each subcontract or supply contract. Contractor further

agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause will be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions.

5. **Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor must comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC) sections 22.4301-22.4308. Failure to maintain equal benefits is a material breach of the Agreement.
6. **Contractor Standards.** Contractor must comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards will be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions.
7. **Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a contract is executed.
8. **Equal Pay Ordinance.** Unless an exception applies, Contractor must comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor must certify in writing that it will comply with the requirements of the EPO.
 - 8.1. **Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of the Contractor to the same extent as it would apply to the Contractor. If subject to the Equal Pay Ordinance, Contractor must require all of their subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.
9. **Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. The City may determine that Contractor or Contractor's fiscal agent must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor must submit the necessary documents to City.
10. **Submittals Required with the Agreement.** Contractor is required to submit all the following forms and information listed:
 - a. Contractor Standards Pledge of Compliance
 - b. Insurance Certificates with all endorsements
 - c. Taxpayer Identification Form W-9 (if not currently on file)
 - d. IRS Letter of Non-Profit 501(c) (3) Status
11. **Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review

Contractor's records to confirm contract compliance. Contractor must make reasonable efforts to cooperate with Auditor's requests.

12. Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor must provide, at a minimum, the following:

12.1 **Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the Agreement (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

12.2 **Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

12.3 **Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

12.4 **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

12.4.1 **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

12.4.2 **Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage will be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and will not contribute with it.

12.4.3 **Notice of Cancellation.** Each insurance policy required above must provide that coverage may not be canceled, except with notice to City.

12.4.4 **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

12.4.5 **Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of work.

12.5 **Self Insured Retentions.** Self-insured retentions must be declared to, and approved by, City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

12.6 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

12.7 **Verification of Coverage.** Contractor must furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before Services commence. However, failure to obtain the required documents prior to the Services beginning will not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

13.1 **City's License to Reproduce.** To the extent Contractor may legally do so, Contractor grants to City, and other parties duly authorized by City, a nonexclusive, irrevocable, and royalty-free license to reproduce any Intellectual Property Materials. Any such authorized reproduction by City or others under its control will credit Contractor and may be used for educational, public relations, tourism, and arts promotional purposes including, but not limited to: reproducing or preparing photographs, other two-dimensional reproductions, or digital reproductions; and displaying, distributing, and transmitting such reproductions to the general public. Such reproductions and transmissions may be in magazines, books, newspapers, journals, brochures, pamphlets, exhibition catalogues, films, television, video, websites, slides, negatives, prints, electronic media, DVD, CD, computerized retrieval systems, and any means or methods now known or hereafter invented in connection with City activities. If there is a limitation to the above license, or Contractor's ability to provide the above license, due to third-party interests, Contractor must notify City in writing, specifying such limitations to City.

13. **Intellectual Property Rights.** If, in connection with the activities performed and funded in whole or in part under this Agreement, Contractor or its employees, agents, or subcontractors, create artwork or acquire authorship or ownership of audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Intellectual Property Materials), all rights, titles, and interests of the Contractor or its employees, agents, or subcontractors in and to the content of the Intellectual Property Materials, including, but not limited to, publication, and registration of copyrights, and trademarks in the Intellectual Property Materials, are the sole property and rights of Contractor.

12.11 **Subcontractors.** Contractor must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor must ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors must provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

12.10 **Excess Insurance.** All policies providing excess coverage to City must follow the form of the primary or policies including, but not limited to, all endorsements.

12.9 **Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

12.8 **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 13.2 **Intellectual Property Warranty and Indemnification.** Unless City is notified otherwise in writing by Contractor, Contractor represents and warrants that any materials or deliverables, including all Intellectual Property Materials, created or acquired by the Contractor under this Agreement are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent, or other intellectual property rights of any third party, or are in the public domain. If Intellectual Property Materials referenced hereunder become the subject of a claim, suit, or allegation of copyright, trademark, or patent infringement, Contractor must indemnify, defend, and hold harmless City and its elected officials, officers, employees, agents, and representatives from and against any and all claims, actions, costs, judgments, or damages of any type, being, alleging, or threatening that any Intellectual Property Materials, supplies, equipment, activities, or works provided under this Agreement infringed the copyright, trademark, patent, or other intellectual property, or proprietary rights, of any third party (Third Party Claim of Infringement). If a Third-Party Claim of Infringement is threatened or made before Contractor receives reimbursement under this Agreement, City will be entitled, upon written notice to Contractor, to withhold some or all of such reimbursement.
- 13.3 **Grantee(s) Copyright Ownership.** In each contract between the Contractor and any grantee, Contractor must require each grantee to agree that: "The Grantee retains all rights to the project(s) under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole artist and author of the project for the duration of the copyright. The Grantee grants to City, and other parties duly authorized by City, a nonexclusive, irrevocable, and royalty-free license to reproduce any intellectual property. Any such authorized reproduction by City or others under its control will credit grantee and may be used for educational, public relations, tourism, and arts promotional purposes including, but not limited to: reproducing or preparing photographs, other two-dimensional reproductions, or digital reproductions; and displaying, distributing, and transmitting such reproductions to the general public. Such reproductions and transmissions may be in magazines, books, newspapers, journals, brochures, pamphlets, exhibition catalogues, films, television, video, websites, slides, negatives, prints, electronic media, DVD, CD, computerized retrieval systems, and any means or methods now known or hereafter invented in connection with City activities." If there is a limitation to the above license, or Contractor's ability to require the above license, due to third-party interests, Contractor must notify City in writing, specifying such limitations to City.
- 13.4 **Grantee(s) Intellectual Property Warranty and Indemnification.** In each contract between the Contractor and any grantee, Contractor must require each grantee to agree that: "Unless Contractor is notified otherwise in writing by Grantee, Grantee represents and warrants that any materials or deliverables, including all intellectual property, created or acquired by the Grantee under this Agreement are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent, or other intellectual property rights of any third party, or are in the public domain. If intellectual property referenced hereunder

become the subject of a claim, suit, or allegation of copyright, trademark, or patent infringement, Grantee must indemnify, defend, and hold harmless City and its elected officials, officers, employees, agents, and representatives from and against any and all claims, actions, costs, judgments, or damages of any type, being, alleging, or threatening that any intellectual property, supplies, equipment, activities, or works provided under this Agreement infringed the copyright, trademark, patent, or other intellectual property, or proprietary rights, of any third party (Third Party Claim of Infringement).”

14. City Approval for Publicity. The Contractor or its employees, agents, or subcontractors must not, during the performance of the Agreement, disseminate publicity or news releases regarding FSBN without prior written approval of the City.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

CALIFORNIA CREATIVE CORPS: FAR SOUTH / BORDER NORTH:
ARTISTS AND CULTURAL PRACTITIONERS IN COMMUNITY SERVICES

B. BIDDER/PROPOSER INFORMATION:

Catalyst of San Diego & Imperial County			
Legal Name	San Diego	DBA	
5060 Shoreham Pl #350		CA	92122
Street Address	City	State	Zip
Megan Thomas, President & CEO	(858) 875-3332	(858) 875-3332	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Megan Thomas	President & CEO
Name	Title/Position
San Diego CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating with City employees, submitting contract documents	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes **No**

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 07/26/1999 State of incorporation: California

List corporation's current officers: President: BOARD CHAIR: JEREMY PEARL
Vice Pres: N/A
Secretary: MACY OLIVAS
Treasurer: KIMBERLY PHILLIPS-BOEHM

Type of corporation: C Subchapter S Public benefit corporation (501(c)3 nonprofit)

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: US Bank

Point of Contact: Jilma Baddour

Address: 4747 Executive Dr, San Diego, CA 92121

Phone Number: (858) 334-0777

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: N/A - Nonprofit Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of San Diego, EDD

Contact Name and Phone Number: Christina Bibler, 619.236.6421

Contact Email: cbibler@sandiego.gov

Address: 1200 Third Ave, Suite 1400, MS 56D SD CA 92101

Contract Date: September 21, 2020

Contract Amount: \$ 500,000.00

Requirements of Contract: Administer small business grants

Company Name: Social Equity Collaborative Fund

Contact Name and Phone Number: Megan Thomas 858-875-3332

Contact Email: megan@catalystsd.org

Address: 5060 Shoreham Pl #350 SD CA 92122

Contract Date: January 1, 2022

Contract Amount: \$ 2,000,000.00

Requirements of Contract: Grants to racial justice orgs over 5 years

Company Name: County of San Diego Black Chamber of Commerce

Contact Name and Phone Number: Maureen Keffer

Contact Email: maureen.keffer@dss.ca.gov

Address: CA Dept of Social Services 744 P Street Sacramento, CA 95814

Contract Date: March 28, 2022

Contract Amount: \$ 831,525.00

Requirements of Contract: Regional lead for nonprofit contracts - grants, TA, reporting, execution of SOW

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: San Diego Regional Arts and Culture Coalition
Address: San Diego, CA 92106 via fiscal sponsor Mission Edge San Diego

Contact Name: Felicia Shaw Phone: (619) 358-3585 Email: sandiegoracc@gmail.com

Contractor License No.: na DIR Registration No.: na

Sub-Contract Dollar Amount: \$ _____ (per year) \$ 150,000.00 (total contract term)

Scope of work subcontractor will perform: Design and implement grantmaking to artists and nonprofits

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified Nonprofit

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Megan Thomas, President & CEO		11/08/22
_____ Name and Title	_____ Signature	_____ Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Catalyst of San Diego & Imperial Counties was known as San Diego Grantmakers until December 2020 at which time we renamed the organization as part of a rebranding to more effectively reflect our current activities. We retained the DBA San Diego Grantmakers.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Megan Thomas, President & CEO

Print Name, Title



Signature

11/08/2022

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Catalyst of San Diego & Imperial Counties

Certified By Megan Thomas Name Title President & CEO

MThomas Signature Date November 8, 2022

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Catalyst of San Diego & Imperial Counties

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 5060 Shoreham Pl #350

City: San Diego County: San Diego State: CA Zip: 92122

Telephone Number: 858.875.3333 Fax Number: 858.875.3333 (same)

Name of Company CEO: Megan Thomas

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Nonprofit Type of License: _____

The Company has appointed: Megan Thomas

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: same as above

Telephone Number: 858.875.3332 Fax Number: 858.875.3332 (same) Email: megan@catalystsd.org

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Catalyst of San Diego & Imperial Counties

(Firm Name)

San Diego, CA hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 8th day of November, 2022

Megan Thomas

(Authorized Signature)

MThomas

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Catalyst of San Diego & Imperial Counties

DATE: 11/08/2022

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1											1		
Professional				1		1						1	4	
A&E, Science, Computer														
Technical														
Sales														
Administrative Support				1										
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1			2		1						1	5		
--------------------	---	--	--	---	--	---	--	--	--	--	--	---	---	--	--

Grand Total All Employees 10

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled												1		
----------	--	--	--	--	--	--	--	--	--	--	--	---	--	--

Non-Profit Organizations Only:

Board of Directors	1	2		1		1						1	5	
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Catalyst of San Diego & Imperial Counties

DATE: 11/08/2022

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees **0**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

COVID-19 VACCINATION ORDINANCE

CONTRACTOR INFORMATION	
Company Name: Catalyst of San Diego & Imperial Counties	
Company Address: 5060 Shoreham Pl #350 San Diego CA 92122	
Company Contact Name: Megan Thomas	Contact Phone: 858.875.3332

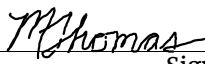
CONTRACT INFORMATION	
Contract Number (if none, purchase order number):	Start Date: December 2023
Contract Title (or description): CALIFORNIA CREATIVE CORPS	End Date: 09/30/2024

TERMS OF COMPLIANCE	
---------------------	--

The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires **ALL** City of San Diego (City) contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close Contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. Contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. Contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work at a City facility, are fully vaccinated and that the contractor has a program to track employee compliance.
6. Contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

CONTRACTOR CERTIFICATION	
By signing, I <u>Megan Thomas</u> , who is an authorized signatory of contractor <u>Catalyst of San Diego & Imperial Counties</u> , certify under penalty of perjury under the laws of the State of California, compliance with the City's Mandatory COVID-19 Vaccination Policy.	
<u>Megan Thomas</u> Name of Signatory	<u>President & CEO</u> Title of Signatory
 Signature	<u>11/14/2022</u> Date

FOR OFFICIAL CITY USE ONLY		
Date of Receipt:	P&C Staff:	Contract Number:
Date of Receipt:	Compliance Dept. Staff:	